



BID NUMBER: KHC BID 04/2026

BID NAME: King Hintsa seeks to appoint a service provider to offer a cybersecurity solution that will be capable to deliver advanced endpoint protection, cloud workload security, data loss prevention, threat intelligence, 24/7 threat monitoring, and email security for period of 36 months

CLOSING DATE: 29 May 2026

CLOSING TIME: 11:00am

VALIDITY: 120 DAYS

NAME OF BIDDER: _____

USE BLACK INK ONLY TO COMPLETE THIS DOCUMENT

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BID NOTICE

No	BID NUMBER	DESCRIPTION OF SERVICES	CLOSING DATE	ENQUIRIES	Compulsory briefing session
1	KHC BID 04/2026	King Hintsa seeks to appoint a service provider to offer a cybersecurity solution that will be capable to deliver advanced endpoint protection, cloud workload security, data loss prevention, threat intelligence, 24/7 threat monitoring, and email security for period of 36 months	29 May 2026	Technical Enquiries Contact: Ms. L. Malusi Tel No. 047 401 6400 Email: llmalusi@khc.edu.za SCM Enquiries: Contact: Ms. N. Maseme Tel: 047 401 6400 Email: nmaseme@khc.edu.za	11 May 2026 Time: 11:00 am Venue: Microsoft teams meeting. https://teams.microsoft.com/meet/31303249079201?p=S86dmrGVjfahHJPHeC Meeting ID: 313 032 490 792 01 Passcode: Uk2ry6Mz
			Closing time: 11:00 am		

Tender documents will be available from **04 May 2026** up to **27 May 2026 (Monday to Thursdays and 08.00am -14.00pm on Fridays)**. A non-refundable bid fee of R250.00 is payable by means of electronic transfers to **Account Name:** King Hintsa TVET College, **Account No:** 62387644125, **Branch Code:** 250655 **Ref:** 00042026KHC BID **Bank Name:** First National Bank.

Bid documents can be collected at the below address:

King Hintsa TVET College (Administration Centre)

218 Mthatha Road

N2

Butterworth

4960

OR

Requested electronically with proof of payment attached at:

nmaseme@khc.edu.za

Tel: 047 401 6400

ANNEXURE A

SBD1

INVITATION OF THE BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KING HINTSA TVET COLLEGE

BID NUMBER:	KHC BID 04/2026	CLOSING DATE:	29 May 2026	CLOSING TIME:	11h00am
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DESCRIPTION	King Hintsa seeks to appoint a service provider to offer a cybersecurity solution that will be capable to deliver advanced endpoint protection, cloud workload security, data loss prevention, threat intelligence, 24/7 threat monitoring, and email security for period of 36 months
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **KING HINTSA TVET COLLEGE, ADMINISTRATION CENTRE, 218 MTHATHA ROAD, N2, BUTTERWORTH, 4960.**

SUPPLIER INFORMATION1

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE FOR DIRECTORS TRUSTEES etc., MEDICAL CERTIFICATE if applicable, PROOF OF ADDRESS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		COMPANY SHARE CERTIFICATES CENTRAL DATABASE SUMMARY REPORT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SCM unit	CONTACT PERSON	L. Malusi
CONTACT PERSON	N. Maseme	TELEPHONE NUMBER	047 401 6400/6443
TELEPHONE NUMBER	047 401 6400/6437	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	lmalusi@khc.edu.za
E-MAIL ADDRESS	nmaseme@khc.edu.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
 - 1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.3. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

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Stage 1: Mandatory Compliance documents

Bidders must comply with the set of compliance requirements listed below and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid and disqualification from the bidding process. The mandatory requirements are as follows:

- Original SARS valid Tax clearance certificate or valid tax pin **(In case of a JV, partners MUST individually submit)**
- Certified Proof of company registration (CIPC). **(In case of JV, partners must individually submit) (certification stamp should not be older than 6 months).**
- Certified Proof of valid Shareholder Certificate/Valid proof of ownership of the type of entity. **(In case of JV, partners must individually submit) (certification stamp should not be older than 6 months).**
- Proof of registration with Central Supplier Database as per Treasury Regulations. **(In case of JV, partners must individually submit)**
- Accurately and fully completed supplier declaration forms **(SBD 1, SBD 4, SBD 8, SBD 6.1 and SBD 9).** **(In case of JV, all JV partners must individually submit).**
- Original, accurately and fully completed bid document. Bidders should state “**Not Applicable**” where it’s not applicable”. Each page of the bid document must be initialed/signed where appropriate. **(In case of JV, bid document MUST be signed by lead partner and initialed by BOTH partners).**
- Fully completed and signed Form of Offer. **(to be signed by lead partner in case of JV)**
- Proof of attendance of virtual compulsory briefing **(in case of JV, at least one JV partner must compulsory attend)**
- Letter of intent /JV agreement in case of JV and it must be signed by both partners.
- Letter of authority to be signed by a lead partner in case of JV.
- Clear JV percentage split must be indicated in a JV agreement.
- JV must submit a JV bank account confirmation if JV is existing.
- Proof of purchase of bid document

OTHER REQUIREMENTS

- Company profile.
- Certified ID copies of owners/shareholders (certification should not be older than six (6) months)

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EVALUATION AND SELECTION CRITERIA

A three-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for Compliance with bid requirements. Only service providers who meet all the criteria for Compliance with the requirements will proceed to Functionality (Stage 2). Bidders who obtain 70 points and above out of 100 points will proceed to Stage 3 (Price and specific goals).

Stage 2: Functionality Evaluation

In Stage 2 all bids received will be evaluated on Functionality. Only Bidders who score 70 points and above will be evaluated in Stage 3 for Price and Specific Goals.

Table:1 Functionality Assessment

FUNCTIONALITY	POINTS
<p><u>Company Experience:</u></p> <p>Bidders must attach copies of reference letters/completion certificates and appointment letters from clients where they have successfully completed similar projects with a project value of at least R500 000.00 in the past five (05) years.</p> <ul style="list-style-type: none">• 5 reference letters and appointment letters= (40 points).• 4 reference letters and appointment letters= (30 points).• 3 reference letters and appointment letters = (20 points).• 2 reference letters and appointment letters= (10 points).• 0-1 reference letters and appointment letters = (0 points). <p>NB: <i>Only reference letters of services rendered in the last five (5) years will be considered. Authentic and verifiable references from contactable references will be allocated points.</i></p>	40
<p><u>Technical Expertise</u></p> <p>Management organogram and key staff: Bidders must provide a Project Organogram and CVs for the key personnel who will be assigned to this account</p> <p>Lead Cybersecurity Engineer = 5 points</p> <ul style="list-style-type: none">• 5 years cybersecurity experience with enterprise endpoint security solutions and strong knowledge of education or public-sector environments with Certification in: CISSP / CISM / CCSP	25

<p>Endpoint & Patch Management Engineer = 5 points</p> <ul style="list-style-type: none"> • 5 years endpoint security experience with large-scale endpoint environments and Vendor-specific endpoint/security certifications <p>Vulnerability Management Specialist = 5 points</p> <ul style="list-style-type: none"> • 5 years vulnerability management experience with Certification in : CEH / CompTIA Security+ / Qualys / Nessus certification <p>Penetration Testing Specialist = 5 points</p> <ul style="list-style-type: none"> • 5 years penetration testing experience Certification: OSCP / CREST / CEH Practical with no conflict of interest with SOC operations <p>Security Awareness & Training Specialist = 5 points</p> <ul style="list-style-type: none"> • 3 years user security awareness experience with LMS or security awareness platforms <p>Curriculum Vitae's (CV's) of the five (05) Proposed Technical Team, detailing a minimum of required years' Experience and a relevant Information Technology Security or related Cyber Security qualifications.</p>	
<p><u>Project Implementation Plan (PIP)</u></p> <p>Bidders PIP should address the following:</p> <p><u>Provided a plan that has sufficient information that includes</u></p> <ul style="list-style-type: none"> • Software, Hardware and Service Capability • (Provide a service capability proposal, software, and hardware to be used) • Vulnerability Assessment and remediation • Penetration Testing, and • Knowledge and skills transfer. <p>Provided a plan but doesn't not address all the above factors = 5 points</p>	10
<p><u>Certification requirements</u></p> <p>Bidders must provide valid, AND certified certificates for each item. (certified stamp should not be older than 6 months)</p> <ul style="list-style-type: none"> • ISO/IEC 27001 (Information Security Management) = 5 points • ISO 22301 (Business Continuity Management) = 5 points • OEM Accreditation (Authorised partner letter for Antivirus/EDR/XDR) = 5 points 	15
<p><u>BANK RATING</u></p> <p>Documents to be submitted</p> <ul style="list-style-type: none"> • A valid bank rating letter = 10 points • No submission = 0 points 	10
<p>Total</p>	100

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 (Functionality) to be considered for evaluation in Stage 3 (Price and Specific Goals). Points Scored in stage 2 will not be considered in Stage 3.

Reference checks

- At this stage, reference checks will be conducted on responsive bidders who have achieved the minimum of 70 points required for functionality scoring.
- Failure to obtain satisfactory responses on references may lead to non- allocation of points.
- Each reference **must include** contactable telephone numbers and email addresses.

Stage 3: Preference Points System 80/20

- The stage 3 of this bid will be based on the Preference Points System where 80 is for Price and 20 for the Specific Goals.
- SBD 6.1 must be submitted and be fully and accurately completed to claim points for the Specific Goals.
- Price must be in South African currency and must be inclusive of VAT. Bidders must submit proof of how points are claimed such as supporting documentation to the CSD report e.g. Shareholders' IDs, Shareholders' Certificates and Medical Certificate.
- Bidders are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknown costs will be accepted).
- Price will be evaluated based on 80 points and applicable formula of calculating points

Table 1: 80/20

Criteria	Points Available
Bid price	80
Specific goals	20
Total	100

Table 2: Points for the Specific Goals

Specific goal category	Allocation of Points 20
Black Ownership: <i>Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i>	10
Woman Ownership <ul style="list-style-type: none"> ▪ 100% Woman ownership 	4
Youth ownership <ul style="list-style-type: none"> ▪ 100% Youth ownership 	4
Disability <ul style="list-style-type: none"> ▪ 100% Disability ownership 	2
Total	20

POPIA Act Disclaimer

- By providing a quote or bid and/or related documentation to the KHTVETC, the bidder/quoter consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication and appointment of a successful bidder/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.

- Where applicable, the bidder/quoter warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder/quoter consents that KHTVETC to:
 - Verify any personal information with the National Treasury CSD website, including verification of references.
 - Verify any other regulatory/ industry or any accredited/certification bodies.
- At any stage should the bidder/quoter wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the SCM. The personal information collected for the purpose of this bid/quotation will be retained for the time period after the finalisation of the procurement process in accordance with the KHTVETC Records Retention Policy.

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SCOPE OF WORK

1. Introduction

The organisation invites suitably qualified and experienced service providers to submit bids for the provision of a **comprehensive, managed cybersecurity solution**.

The tender seeks to appoint a service provider capable of delivering enterprise-grade endpoint protection, security monitoring, vulnerability management, penetration testing, patch management, user awareness training, and ongoing support.

The environment comprises approximately **850 endpoint devices and 350 users**, requiring continuous protection against modern cyber threats, compliance with recognised international security standards, and improved visibility across the IT infrastructure. The appointed bidder will be expected to provide a fully managed, scalable, and resilient cybersecurity service for a period of **36 months**

2. Purpose of the Tender

The purpose of this tender is to:

- Strengthen the organisation's overall cybersecurity posture against malware, ransomware, data breaches, and advanced persistent threats
- Ensure **24/7 security monitoring and incident response** through a managed SOC-as-a-Service model
- Improve visibility and correlation of security events through an integrated SIEM platform
- Ensure systems and applications remain up to date through automated patch management
- Identify and remediate security weaknesses via regular vulnerability assessments and penetration testing
- Promote cybersecurity awareness and safe digital behaviour among end users
- Ensure alignment with recognised security and business continuity standards, including **ISO 27001, ISO/IEC 27018:2019, and ISO 22301**

The tender aims to appoint a single service provider that can deliver these services in an integrated, cost-effective, and sustainable manner over the contract period.

3. Scope of Work

The scope of work includes, but is not limited to, the following services:

3.1 Endpoint Protection

- Provision of a managed **Next-Generation Antivirus (NGAV), Endpoint Detection and Response (EDR), and Extended Detection and Response (XDR)** solution
- Coverage for approximately **850 endpoint devices**

- Centralised management, monitoring, and reporting

3.2 SOC-as-a-Service

- Provision of **24/7/365 Security Operations Centre (SOC)** monitoring
- Real-time threat detection, analysis, incident response, and escalation
- Incident reporting and monthly security dashboards

3.3 Security Information and Event Management (SIEM)

- Centralised log collection, correlation, and analytics
- Integration with endpoint, SOC, and other security components
- Compliance and audit-ready reporting

3.4 Patch Management

- Automated patch scanning and vulnerability identification
- Centralised patch deployment and monitoring
- Reporting on patch compliance and remediation status for all managed devices

3.5 Vulnerability Assessment

- Comprehensive network and system vulnerability scanning
- **Bi-annual assessments each year** (twice per year)
- Risk-based reporting with remediation recommendations

3.6 Penetration Testing

- Execution of **three (3) penetration tests** during the contract period
- Internal and/or external testing as agreed
- Detailed technical and executive reports, including remediation guidance

3.7 User Education and Awareness

- Provision of cybersecurity awareness and training programmes
- Coverage for approximately **350 users**
- Built-in education modules, phishing simulations, and awareness reporting

3.8 Installation, Support, and Maintenance

- Initial installation, configuration, and onboarding of all services
- Ongoing technical support and maintenance for **36 months**
- Service level management and escalation procedures

4. Exclusions

Any services not explicitly listed in this Scope of Work will be considered outside the scope unless mutually agreed in writing through a formal contract variation.

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PRICING SCHEDULE

A. Endpoint Protection – Managed NGAV, EDR & XDR (850 Devices)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
Licensing	Per Device / Year	850					
Implementation	Once-off	1			–	–	
Configuration	Once-off	1			–	–	
Reporting	Annual	1					
Support & Maintenance	Annual	1					
Subtotal – Endpoint Protection							

B. SOC-as-a-Service (24x7 Monitoring)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
SOC Licensing / Service Fee	Annual	1					
Onboarding / Integration	Once-off	1			–	–	
Configuration & Tuning	Once-off	1			–	–	
Incident & Compliance Reporting	Annual	1					
SOC Support & Escalation	Annual	1					
Subtotal – SOC-as-a-Service							

C. SIEM – Centralised Log Correlation & Analytics

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
SIEM Licensing	Annual	1					
Implementation	Once-off	1			–	–	
Configuration & Use-Case Setup	Once-off	1			–	–	
Reporting & Dashboards	Annual	1					
SIEM Support & Maintenance	Annual	1					
Subtotal – SIEM							

D. Patch Management (850 Devices)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
Licensing	Per Device / Year	850					
Implementation	Once-off	1			–	–	
Configuration	Once-off	1			–	–	
Compliance Reporting	Annual	1					
Support	Annual	1					
Subtotal – Patch Management							

E . Vulnerability Assessment (Bi-Annual)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
Vulnerability Scanning	Per Assessment	2 / Year					
Reporting & Risk Ranking	Included	–	–	–	–	–	–
Support & Review Sessions	Included	–	–	–	–	–	–
Subtotal – Vulnerability Assessment							

F. Penetration Testing (3 Tests Total)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
Penetration Testing	Per Test	3					
Reporting & Executive Summary	Included	–	–	–	–	–	–
Remediation Validation	Included	–	–	–	–	–	–
Subtotal – Penetration Testing							

G. User Security Awareness Training (350 Users)

Cost Component	Unit of Measure	Quantity	Unit Price (ZAR)	Year 1 (ZAR)	Year 2 (ZAR)	Year 3 (ZAR)	36-Month Total (ZAR)
Licensing	Per User / Year	350					
Platform Setup	Once-off	1			–	–	
Configuration	Once-off	1			–	–	
Awareness & Phishing Reports	Annual	1					
Support	Annual	1					
Subtotal – Awareness Training							

H. Grand Cost Summary

Description	Amount (ZAR)
Total Year 1 (Excl. VAT)	
Total Year 2 (Excl. VAT)	
Total Year 3 (Excl. VAT)	
Subtotal – 36 Months (Excl. VAT)	
VAT (15%)	
Grand Total – 36 Months (Incl. VAT)	

Pricing Conditions

- **Bidders MUST provide a Bill of Materials (BOM) as an attachment to this schedule, specifying the brand/OEM of the software proposed**
- Prices must remain **fixed for the full contract period**
- No escalation, separation of costs, or hidden charges will be accepted
- Once-off costs must be reflected **in Year 1 only**
- Unpriced items will be deemed **included at no additional cost**

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FORM OF OFFER

TOTAL TENDER PRICE INCLUDING VAT (I.E TOTAL FROM ITEM “H” GRAND TOTAL SUMMARY)

R.....

AMOUNT IN WORDS

.....

Name of bidder:

Signature of bidder:

Date:

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Submissions of documents:

ALL COMPLETED BID DOCUMENTS, ACCOMPANIED BY ALL MANDATORY/ AND OTHER /REQUIREMENTS AS SET OUT HEREIN MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

King Hintsa TVET College,

Administration Centre,

218 Mthatha Road,

Butterworth

4960

Sealed tenders' envelopes must be deposited during office hours between **Monday to Thursday** from **08:00 am-16:30pm on Fridays at 08:00 am-14:00 pm** in the Tender Depositing Box situated at the Reception of Administration Centre, 218 Mthatha Road, Butterworth, 4960

NO FAXED, POSTED OR E-MAILED AND LATE APPLICATIONS WILL BE ACCEPTED. BIDS SENT BY COURIER, MUST BE DEPOSITED IN THE TENDER BOX AND NOT LEFT WITH THE RECEPTIONIST.

BIDS SUBMITTED IN THE WRONG TENDER BOX WILL NOT BE CONSIDERED!!

Enquiries:

SCM Enquiries:

Contact Person: Ms. N. Maseme

Email: nmaseme@khc.edu.za

Tel No: 047 401 6400/6437

Technical enquiries:

Contact Person: Ms. L. Malusi

Email: llmalusi@khc.edu.za

Tel No: 047 401 6400/6443

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to **submit proof or documentation** required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- (c) “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender under consideration

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Enterprise owned by Black	10	
2. Enterprise owned by Women	4	
3. Enterprise owned Disabled persons	2	
4. Enterprised owned by youth	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION - (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number: KHC BID 04/2026)

in response to the invitation for the bid made by:

(KHTVETC)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Ms.....

.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1..... 2.....

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner :

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading.....

.....hereby

authorise.....to sign this bid as well as any contract

resulting from the bid and any other documents and correspondence in connection with this bid and /or contract

on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE
.....
DATE	DATE	DATE

C. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....**Mr/Mrs/Ms**.....

Mr/Mrs/Ms.....**and Mr/Mrs/Ms**.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:** **IN HIS/HER**

CAPACITY AS:

D.SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole

owner of the business trading as.....

.....

SIGNATURE..... **DATE**.....

E. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at..... Mr/Mrs/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of :

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1..... 2.....

F CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on

20.....at.....

Mr/Mrs/Ms....., whose signature appears below,

has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1..... 2.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on

on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE**.....

ANNEXURE F

BID DOCUMENT MUST BE CLEARLY DIVIDED INTO SESSIONS AND NEATLY PRESENTED.

- **Bids must be submitted on the original bid documents**
- **The bid document must be completed in black ink, signed in all the relevant places and all pages initialled.**
- **The bid document must be submitted in full, and no portion of the document must be detached.**
- **The bid document must be divided into clearly marked sections.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE G

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties

26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contract
35. Amendments of Contract
36. National Industrial Participation Programme (NIPP)
37. Prohibition of restrictive Practices

GENERAL CONDITIONS OF CONTRACT

- 1.1 **The following terms shall be interpreted as indicated:**
- 1.2 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.8 **“KHTVETC”** means King Hintsa TVET College
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

1.26 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2.Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of

5.1 The supplier shall not, without the purchaser’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the purchaser in connection therewith, to any person other information; than a person employed by the supplier in the performance of the inspection. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the

contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9.Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10.Delivery

10.1 Delivery of the goods shall be made by the supplier in accordance with and documents the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11.Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12.Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13.Incidental

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16.Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17.Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18.Contract

18.1 No variation in or modification of the terms of the contract shall be amendments made except by written amendment signed by the parties concerned.

19.Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20.Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.Delays

21.1 In the delivery of the goods and performance of services shall be made by supplier's the supplier in accordance with the time schedule prescribed by the performance purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

23.1 The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a duties and rights provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

26.1 The purchaser may at any time terminate the contract by giving written for insolvency notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement

27.1 If any dispute or difference of any kind whatsoever arises between the Disputes purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation

28.1 Except in cases of criminal negligence or willful misconduct, and in liability the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing

29.1 The contract shall be written in English. All correspondence and other language documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable

30.1 The contract shall be interpreted in accordance with South African law laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. Industrial

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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Signature of bidder

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Date