



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

MOPANI TVET COLLEGE
REQUEST FOR PROPOSAL FOR EXTERNAL AUDITORS TO PERFORM AGREED UPON
PROCEDURES ON TVET CIEG EXPENDITURE

REFERENCE NO: RFQ 300578

Prospective Suppliers who are interested in participating in the afore-mentioned request for quotation are invited to submit their proposal in full compliance to the requirement of this document.

Mopani TVET College, Corporate Centre – Main Reception, Corner Combretum & Haarlem Street, Phalaborwa, Limpopo Province

Reference Number	RFQ 300578	
Date Issued	Monday, 23 January 2023	
Tender Closing Date	Friday, 27 January 2023	Time 11:00 am

Company Name			
Address			
Contact Person <small>Mr/Mrs/Ms/Dr/Prof.</small>			
Contact Numbers	(W)	(Cell)	
Email Address			
Total Bid Amount	_____ (VAT INCLUSIVE)		
Bidder Signature		Date	

Table of contents

1.	Introduction	3
1.2	Purpose and Objective of the RFP	3
1.2.1	Purpose.....	3
1.2.2	Forming of the Agreement	3
2.	Guidelines For Submission Of Proposal (“Rfp”)	3
2.1	Proposal Terms.....	3
2.2	Acceptance of Proposal at Mopani TVET College’s discretion	3
2.3	Conformance.....	4
2.4	Coverage.....	4
2.5	Requirements for Additional Information	4
2.6	Costs	4
2.7	Submission Validity	4
2.8	Supplier’s Acceptance of Terms & Conditions.....	4
2.9	Contact Details.....	5
2.10	Questions and Clarifications	5
2.11	RFP Format.....	5
3.	Delivery instructions	6
4.	Pre-Qualification/Mandatory Information Requirement	8
5.	SBD 1: Invitation To Bid.....	9
6.	SBD 4: Declaration Of Interest.....	12
7.	SBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulation, 2017	Error! Bookmark not defined.
8.	SBD 8: Declaration Of Bidders Past Supply Chain Management Practices	15
9.	SBD 9: Certificate Of Independent Bid Determination.....	17
10.	National Treasury Government Procurement – General Conditions of Contract (Revised July 2010)	20

1. INTRODUCTION

1.1 OVERVIEW

Mopani Technical and Vocational Education and Training College is based in Phalaborwa and Namakgale and comprises of two Campuses namely Phalaborwa Campus and Sir Val Duncan Campus and a hotel school namely Mošate Hotel School.

The college receive a funding from DHET for infrastructure projects. The Capital Infrastructure Efficiency Grant (CIEG) was made available to all 50 Colleges for this purpose since 2016/17. This grant has been created specifically for repairs and maintenance of teaching and learning spaces in all our institutions, including at our Colleges. Colleges have developed plans for all campuses where such repairs are urgent to make the learning environment suitable

The college received a communique dated 07/10/2022, indicating that the college need to appoint external auditors to perform agreed-upon procedures on TVERT CIEG expenditure.

The purpose of these Agreed-Upon Procedures (AUP) are to define the audit scope that must be followed by the External Auditors appointed by Technical and Vocational Educational and Training (TVET) Colleges to audit the Capital Infrastructure and Efficiency Grant (CIEG) expenditure incurred.

1.2 PURPOSE AND OBJECTIVE OF THE RFP

1.2.1 Purpose

Mopani TVET College would like to invite experienced and suitably qualified service provider/s to submit proposals to be considered for appointment of external auditors to perform agreed upon procedures on TVET CIEG Expenditure.

1.2.2 Forming of the Agreement

Responses to this Request for Proposals will form the basis for any agreements reached and such responses will represent a firm offer by the Bidder to agree to supply the goods/services to the College as detailed in the pricing and Scope of Work

2. GUIDELINES FOR SUBMISSION OF PROPOSAL (“RFP”)

2.1 PROPOSAL TERMS

Mopani TVET College intends to appoint an external auditor to perform agreed upon procedures on TVET expenditure.

2.2 OBJECTIVE OF THE AUDIT

The objective of the audit would be to test and confirm if:

- The CIEG funding has indeed been applied for repairs and maintenance and not for any operational costs; (Validity)
- If quality work has been delivered; (Existence, Occurrence and Value for Money)

- If reasonable rates have been charged by the contractors for the work paid for; (Accuracy and value for Money)
- If the projects were critical and of important nature to the College, linked to the maintenance plans of the college; (Valuation)
- If a Principal agent or other consultants have been appointed to facilitate the projects, to determine if the professional fees payable in this regard, are market related. (Accuracy and Value for Money).

Mopani TVET College reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Proposal as it sees fit. Nothing stated in this RFP (whether express or implied) binds or obligates Mopani TVET College, to accept the lowest of any price contained in a Proposal or to accept any Proposal. Mopani TVET College reserves the right to negotiate specific terms with the preferred Suppliers prior to the award of a final contract (if any).

2.3 CONFORMANCE

All Proposals must conform to each of the requirements set out in this RFP. Non-conforming Proposals may not be considered. As well as providing a conforming Proposal, Bidders may also submit additional or alternative information for further consideration where they believe that this is in the best interests of Mopani TVET College.

2.4 COVERAGE

While Mopani TVET College does not require Bidders to tender on all aspects of this RFP, the broader the range of goods and/ or services quoted on, the greater the Bidders chance of success.

2.5 REQUIREMENTS FOR ADDITIONAL INFORMATION

Mopani TVET College may require a Bidder to provide additional information to allow further consideration of the Bidders Proposal.

2.6 COSTS

Mopani TVET College is not responsible for any costs (whether direct or indirect) incurred by a Bidder in preparing and/or submitting a Proposal or otherwise responding to this RFP or in any subsequent discussions or negotiations. All parties and participants must bear their own costs.

2.7 SUBMISSION VALIDITY

Each Proposal submitted by a Supplier must remain valid for a period of 90 days from the required date of submission.

2.8 SUPPLIER'S ACCEPTANCE OF TERMS & CONDITIONS

Each Bidder submitting a Proposal agrees to do so on the terms and conditions set out in this RFP. Bidders which submit responses to this RFP will be deemed to have accepted, and willfully comply with, all of those terms and conditions.

The Proposal must be signed by a person fully authorized to commit the Bidder to the terms and conditions set out in this RFP. Mopani TVET College is entitled to assume that there is full authority in the signatory of the person.

2.9 CONTACT DETAILS

All contact and questions with regard to this RFP must be made through the College representatives. Discussion with other parties within or associated with Mopani TVET College may result in disqualification from this process.

For the purpose of the RFP, the College representatives is:

Contact Person – Technical Enquiries	
Name & Surname	Mr Mkhwanazi T
Telephone number	(015) 781 5781
E-mail address	mkwanazit@mopanicollege.edu.za

Contact Person –Tender Enquiries	
Name & Surname	Mr M.K Kgopa
Telephone number	(015) 781 5721
E-mail address	kgopak@mopanicollege.edu.za

2.10 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be directed to the College Representative by email. Questions must not be submitted by telephone.

Answers to all questions will be e-mailed to all Suppliers who have been provided with this RFP.

All questions must include:

- a) The Supplier's name and address;
- b) A reference to the specific section and page number of the RFP; and
- c) The contact name, telephone number and e-mail address

RFP Schedule of Dates

Date	Action
23 January 2023	RFP released to potential Suppliers
27 January 2023	Submission of Proposal before 11h00
TBA	Proposed Contract Implementation and SLA Meeting

2.11 RFP FORMAT

All Supplier responses must follow the prescribed format. Refer to "Delivery Instructions" below. Failure to do so may result in disqualification from this RFP/Proposal process.

3. DELIVERY INSTRUCTIONS

Proposed .

Failure to the following will result in disqualification of the tender:

- Administrative Criteria not completed in full.
- All required Mandatory Criteria documents not attached.
- Not initialising each page at the bottom.

ADMINISTRATIVE CRITERIA

Tenders must complete and sign the following documentation (**Failure to submit this required documentation will lead to disqualification**)

No.	Description of Appendix
1	Invitation to bid: SBD 1 Requires that bidders agree to be bound by bid's terms and conditions
2	Declaration of interest: SBD 4 Requires a declaration of interest from bidder, stating any existing relationship/ acquaintance with DHET or Mopani South East TVET College employees. This is to ensure that these persons are not involved in anyway, to avoid corruption.
3	Declaration of bidders past SCM practices: SBD 8 Requires declaration of bidder's past supply chain management practices
4	Certificate of independent bid determination: SBD 9 Requires declaration from bidder to prevent bid-rigging
5	General Conditions of Contract Requires bidders to read and sign for the acceptance

MANDATORY CRITERIA

Tenders must include the following documentation (**Failure to submit this required documentation will lead to disqualification**)

No.	Description of Appendix
1	A valid Tax Clearance Certificate and Tax Compliance Status Pin
2	Proof of Company Registration Certificate (Company/CC/Trust/ Partnership)
3	Certified ID copies of all Members/ Partners/ Directors. If Members/Partners/ Directors are employed by the state, proof that they are allowed to conduct business outside remunerative work should be provided
4	Detailed Company Profile
5	Proof of Central supplier database (CSD) registration
6	Proof of Business Bank Account in a form of a letter from the bank confirming banking details
7	Proof of registration with both SAICA and IRBA , for either the firm or director/s.

Bidders that do not meet these minimum requirements at this above will be regarded as submitted a non-responsive document and will not be considered for further evaluation

Disclaimer

Mopani TVET College reserves the right to:

- a) Verify any information supplied in the Bid documents;
- b) Not to appoint any service provider;
- c) Cancel or withdraw this Bid at any time without attracting any penalties or liabilities;
- d) Appoint one or more service providers, depending on the outcome;
- e) To disqualify a Bid or cancel any subsequent contract should it be found that information disclosed was factual inaccurate and/or that a misrepresentation of facts may have occurred.

Confidentiality

- Any or all information made available to the Mopani TVET College shall be regarded as confidential and shall not be made available to third parties without the prior written consent of the bidder.

Preparation of Proposal

- Mopani TVET College shall not be liable for any costs that has been incurred by the service provider in the preparation of the proposal, the obtaining of certificates or any other cost that might be incurred in submitting the proposal.

4. PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT

PLEASE SEE BELOW TABLE FOR THE LIST OF ADMINISTRATIVE DOCUMENTS, MANDATORY REQUIREMENTS AND OTHER DOCUMENTS THAT NEED TO COMPLETED/SUBMITTED

TICK YES IF SUBMITTED OR NO IF NOT SUBMITTED

ITEM	DESCRIPTION	YES	NO
<u>NATIONAL TREASURY ADMINISTRATIVE REQUIRED DOCUMENTS COMPLETED</u>			
1	SBD 1 – INVITATION TO BID – <u>COMPLETED</u>		
2	SBD 4 – DECLARATION OF INTEREST – <u>COMPLETED</u>		
3	SBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – <u>COMPLETED</u>		
4	SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION – <u>COMPLETED</u>		
5	THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT – <u>INITIALED ON EACH PAGE</u>		
<u>MANDATORY REQUIRED DOCUMENTS ATTACHED/COMPLETED</u>			
1	VALID TAX CLEARANCE CERTIFICATE / TAX COMPLIANCE STATUS PIN – <u>ATTACHED</u>		
2	PROOF OF COMPANY REGISTRATION CERTIFICATE (COMPANY/CC/TRUST/PARTNERSHIP) – <u>ATTACHED</u>		
3	CERTIFIED ID COPIES OF ALL MEMBERS/PARTNERS/DIRECTORS – <u>ATTACHED</u> <u>If Members/Partners/Directors are employed by the State, proof that they are allowed to conduct business outside remunerative work should be provided</u>		
4	DETAILED COMPANY PROFILE – <u>ATTACHED</u>		
5	PROOF OF CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION – <u>ATTACHED</u>		
6	PROOF OF BUSINESS BANK ACCOUNT IN FORM OF A LETTER FROM THE BANK CONFIRMING BANKIN DETAILS OR A CANCELLED CHEQUE - <u>ATTACHED</u>		
7	PROOF OF REGISTRATION WITH BOTH SAICA AND IRBA , FOR EITHER THE FIRM OR DIRECTOR/S.- <u>ATTACHED</u>		

5. SBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR GOODS/SERVICES AS SITED HEREUNDER

BID NUMBER:	RFQ 300578	CLOSING DATE:	27 January 2023	CLOSING TIME:	11:00
DESCRIPTION	RFQ 300578 REQUEST FOR PROPOSAL FOR EXTERNAL AUDITORS TO PERFORM AGREED UPON PROCEDURES ON TVET CIEG EXPENDITURE				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE SENT TO submissions@mopanicollege.edu.za Or Hand deliver to SCM office Cnr Combretum & Haarlem street, Phalaborwa

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUM BER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUM BER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
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)			

TECHNICAL & TENDER RELATED ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MR M.K KGOPA
TELEPHONE NUMBER	(015) 781 5721
E-MAIL ADDRESS	kgopak@mopanicollege.edu.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO</p> <p>3.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO</p> <p>3.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO</p> <p>3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/></p>

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.

6. SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or the persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full name of bidder or his/her representative

2.2 Identity number

2.3 Position occupied in the Company (Director, Trustee, Shareholder², Member)

.....

2.4 Registration number of Company, Enterprise, Close Corporation, Partnership, Agreement or Trust

.....

2.5 Tax Reference Number

2.6 Vat Registration Number

2.6.1 The names of all Directors / Trustees / Shareholders / Members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph three (3) below.

1"State" means-

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly of the national Council of provinces; or
- (e) parliament

2.7 Are you or any person connected with the bidder presently employed by the state?

YES or NO

2.7.1 If so, furnish the following particulars:

Name of Person/Director/Trustee/Shareholder/Member:

.....
.....

Name of state institution at which you or the person connected to the bidder is employed:

.....
.....

Position occupied in the state institution:

.....
.....

Any other particulars:

.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES or NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES or NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reason for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's Directors/Trustee/Shareholders/Members of their spouses conduct business with the state in the previous twelve (12) months?

YES or NO

2.8.1 If so, furnish particulars:

.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES or NO

2.9.1 If so, furnish particulars:

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES or NO

2.10.1 If so, furnish particulars:

.....

2.11 Do you or any of the Directors/Trustees/Shareholders/Members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES or NO

2.11.1 If so, furnish particulars:

.....

3. Full details of Directors/Trustees/Members/Shareholders:

<u>Full Name</u>	<u>Identity Number</u>	<u>Personal Income Tax Reference Number</u>	<u>State Employee Number / Persal Number</u>

4. Declaration:

I, the undersigned (Name)

.....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER

POSITION

SIGNATURE

DATE

7. SBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It services 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) Abuse 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
4. **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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars: </p>		
4.2	<p>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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars: </p>		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars: </p>		
4.4	<p>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?</p>	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.

NAME OF BIDDER

POSITION

SIGNATURE

DATE

8. SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act. 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 is cannot be justified under any grounds.
3. Treasury Regulation 16A (9) prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the Supply Chain Management systems 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:

¹Includes price quotations, advertised competitive bids, limited bids and proposals.

²Bid rigging (or collusive bidding) occurs when business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

.....
.....

(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Institution)

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 authorised 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 purpose 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 the 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 services 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 has been no consultation, 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.

³Joint 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.

NAME OF BIDDER

POSITION

SIGNATURE

DATE

**9. NATIONAL TREASURY GOVERNMENT PROCUREMENT – GENERAL CONDITIONS OF CONTRACT
(REVISED JULY 2010)**

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
9. PACKING
10. DELIVERY AND DOCUMENTS
11. INSURANCE
12. TRANSPORTATION
13. INCIDENTAL SERVICES
14. SPARE PARTS
15. WARRANTY
16. PAYMENT
17. PRICES
18. CONTRACT AMENDMENTS
19. ASSIGNMENTS
20. SUBCONTRACTS
21. DELAYS IN THE SUPPLIER'S PERFORMANCE
22. PENALTIES
23. TERMINATION FOR DEFAULT
24. DUMPING AND COUNTERVAILING DUTIES
25. FORCE MAJEURE
26. TERMINATION FOR INSOLVENCY
27. SETTLEMENT OF DISPUTES
28. LIMITATION OF LIABILITY
29. GOVERNING LANGUAGE
30. APPLICABLE LAW
31. NOTICES
32. TAXES AND DUTIES
33. NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)
34. PROHIBITION OF RESTRICTIVE PRACTICES

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Government bids, contracts and orders; and*
- (ii) To ensure that clients be familiar with regards to the rights and obligations of all parties involved in doing business with Government.*

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.*
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.*

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract: means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produces or from which the services are supplied. Goods are produces 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.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 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 detriments of any bidder, and included 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 costs 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 manufacturer 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” mean 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.

2 Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including the 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 also laid down to cover specific supplies, services or works.

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 supplies shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contact documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed persona 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 documents or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 2.7
- 5.3 Any documents, 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 us of the goods or any part thereof by the purchaser.

7 Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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 compensations 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
 - (b) abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (c) 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 Inspection, 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 premise 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 clause 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspection, 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 analysed 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.

8.9 Compulsory site inspection is required.

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 and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with 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 services

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, operations, 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 or 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 of 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 fulfilment 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 amendments

18.1 No variation in or modification of the terms of the contract shall be 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 in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the 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 departments, or a local authority.
The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any 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 obligation 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 supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplies 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 delivery 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 for default

23.1 The purchaser, without prejudice to any other remedy for breach of 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 delivery 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 intend 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 regards 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 and countervailing duties and rights

- 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 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 regards 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 Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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 obligation 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 for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written 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 accrued thereafter to the purchaser.

27 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the 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 of liability

- 28.1 Except in cases of criminal negligence or will full misconduct, and in 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 language

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

30 Applicable law

- 30.1 The contract shall be interpreted in accordance with South African 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 and duties

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 National Industrial Participation (NIP) Programme

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 Prohibition of 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 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 to 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.



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX A

SPECIFICATION

Documentation	Requirement	Included in required format (Please tick)
Specification	All costs from the specification to be included in the pricing schedule	<input type="checkbox"/>

Specification

Detailed Agreed-Upon Audit procedures:

The registered auditor must sample at minimum, 5 CIEG projects completed by the respective College, for each Bi-annual audit. Detailed procedures are as follows:

- Obtain a detailed CIEG expenditure report from the College Financial System for the audit period under review.
- Obtain a listing of completed CIEG projects from the College for the audit period under review, which must include the total value of expenditure incurred and paid for
- Based on the listing obtained, select at minimum of 5 projects based on total costs incurred (From highest reported expenditure in descending order).
- Trace all reported expenditure per listing, per project, back to the detailed expenditure report obtained from the College financial system.
- Randomly select at minimum 5 payment transactions per project (If less than 5 transactions are applicable for a project, all payments must be selected for audit).
- Perform a detailed audit check on the payments selected:
 - Confirm what the payment was made for;
 - Confirm what rates were applied and if these rates paid for are reasonable and market related;
 - Physically inspect the work paid for, and re-measure quantities (if possible for instance square meter tiling installed, or square meter roofs repainted);
 - Check the measured quantities to the quantities paid for;
 - Take pictures of the work conducted;
 - Assess whether quality work was performed and if value for money was obtained.
- Conclude on the following audit assertions relating to:
 - Occurrence;
 - Existence;
 - Accuracy;
 - Validity;
 - Completeness; and
 - Valuation.

Summary and Conclusion

In total, a maximum of 25 payment transactions (or less depending on quantum of CIEG projects completed) will be applicable for each audit cycle, comprising of maximum 5 CIEG projects and 5 payment transactions per project.

The Auditor must provide a conclusive AUP report indicating if the projects and transactions selected for the audit period under review, did fulfil the objectives as stated above. The auditor must raise any findings with college management, and obtain management responses when the audit management report is concluded, clearly indicating the following:

- Audit finding
- Potential impact
- Root cause
- Management response
- and Auditors conclusion
- (Photos where relevant of work conducted in relation to the sample selections must also be included).

The Audit engagement must be executed in terms of International Standard on Related Services (ISRS) 4400, and a college may utilise the CIEG Grant to pay for the services of the appointed audit firm.

The approved AUP Reports (Electronic versions are acceptable), based on these defined Agreed-upon procedures, must be submitted to the Department of Higher Education (DHET) for attention Ms Kgomotso Serealo at Seroalo.K@Dhet.gov.za , on the following dates:

- For the period ending 30 September – By 30 November each year; and
- For the period ending 31 March – By 31 May each year



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX B

QUOTATION

Documentation	Requirement	Included in required format (Please tick)
Detailed Quotation	Attach a Detailed Quotation in full, prices to be VAT inclusive	<input type="checkbox"/>



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX C

EVALUATION CRITERIA

Evaluation will be done in two (2) stages. These stages are as follows:

Stage 1: Compliance Mandatory Requirements:

This stage refers to compliance with returnable documents. A bidder compliant to this stage will proceed to stage 2.

Stage 2: Price: Evaluation in terms of preference points system:

Each tender that obtained the minimum qualifying score for functionality will be evaluated further in terms of price and the preference point system.

It is important to note the following as per Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 that:

"80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

P_s = Points scored for price

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for BBBEE:

<i>B-BBEE Status Level of Contributor</i>	<i>Number of Points</i>
<i>1</i>	<i>20</i>

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) **A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-**

- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) **If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.**

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender."



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX D

TAX COMPLIANCE STATUS PIN

Documentation	Requirement	Included in required format (Please tick)
Tax Compliance Status Pin	Attach valid verifiable Tax Compliance Status Pin	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX E

COMPANY REGISTRATION CERTIFICATE

Documentation	Requirement	Included in required format (Please tick)
Company Registration Document	Provide Company Registration Documents	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX F

MEMBERS/DIRECTORS/PARTNERS ID COPIES

Documentation	Requirement	Included in required format (Please tick)
Members/Directors/ Partners ID Copies	Provide certified ID copies of Members, Directors/Partners	<input type="checkbox"/>

<i>Please sign that the contents of this Appendix has been verified</i>	
Name	
Signature	



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX G

COMPANY PROFILE

Documentation	Requirement	Included in required format (Please tick)
Company Profile	Detailed Company Profile	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX H

REGISTRATION CENTRAL SUPPLIER DATABASE

Documentation	Requirement	Included in required format (Please tick)
Registration Central Supplier Database	Central supplier database (CSD) registration Report	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



MOPANI TVET COLLEGE
"EXCELLENCE IS ALWAYS OUR CHOICE"

Request for Proposal: RFQ 300578

APPENDIX I

PROOF OF BANK ACCOUNT

Documentation	Requirement	Included in required format (Please tick)
Proof of Bank Account	Proof of Business Bank Account in a form of a letter from the bank confirming banking details	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Request for Proposal: RFQ 300578

APPENDIX J

PROOF OF REGISTRATION WITH BOTH SAICA AND IRBA

Documentation	Requirement	Included in required format (Please tick)
PROOF OF REGISTRATION WITH BOTH SAICA AND IRBA	Proof of registration with both SAICA and IRBA , for either the firm or director/s	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature