



**BID NUMBER: KHC BID 05/2026**

**BID NAME: King Hintsa TVET College seeks to appoint a suitably qualified service provider for the provision, implementation, integration, maintenance and support of a Learner Management System (LMS) and Business Management System (BMS) for a period of five (5) years, with an option to review the Service Level Agreement (SLA) subject to performance and mutual agreement.**

**CLOSING DATE: 17 July 2026**

**CLOSING TIME: 12:00pm**

**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   | ENQUIRIES  | Compulsory Briefing session  | Closing date & Times  |
|----|-----------------|---|--|--|---|
| 1. | KHC BID 05/2026 | King Hintsa TVET College seeks to appoint a suitably qualified service provider for the provision, implementation, integration, maintenance and support of a Learner Management System (LMS) and Business Management System (BMS) for a period of five (5) years, with an option to review the Service Level Agreement (SLA) subject to performance and mutual agreement. | <p><b>Technical Enquiries:</b><br/>Contact: Dr. S.P Sixabayi<br/>Tel No: 047 401 6400<br/>Email: <a href="mailto:siyabongas@khc.edu.za">siyabongas@khc.edu.za</a></p> <p><b>SCM Enquiries:</b><br/>Contact: Ms. N. Maseme<br/>Tel: 047 401 6400/6436<br/>Email: <a href="mailto:nmaseme@khc.edu.za">nmaseme@khc.edu.za</a></p> | <p><b>Date:</b><br/>26 June 2026.</p> <p><b>Venue:</b><br/>Microsoft Teams:<br/><a href="https://teams.microsoft.com/meet/328857520263628?p=8659eJqybTfRxRxYB6">https://teams.microsoft.com/meet/328857520263628?p=8659eJqybTfRxRxYB6</a></p> <p><b>Time:</b><br/>11:00 am</p> | <p><b>Date:</b><br/>17 July 2026</p> <p><b>Time:</b><br/>12:00 pm</p> |

Tender documents will be available from **24 June 2026** up to **15 July 2026**. Monday to Thursdays from 08:00 – 16:30pm and 08.00am -14.00pm on Fridays. A non-refundable bid fee of R250.00 for each is payable by means of electronic transfers to:

**BMS AND LMS project, please use the following banking details:**

Account Name: King Hintsa TVET College,

Account No: 62387644125,

Branch Code: 250655

Bank Name: First National Bank.

REF: 00052026KHCBID

**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](mailto:nmaseme@khc.edu.za)

Tel: 047 401 6400 Or downloaded on e-tender at: <https://www.etenders.gov.za/>

**ANNEXURE A**

**SBD1**

**INVITATION OF THE BID**

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

|             |                        |               |                     |               |                |
|-------------|------------------------|---------------|---------------------|---------------|----------------|
| BID NUMBER: | <b>KHC BID 05/2026</b> | CLOSING DATE: | <b>17 July 2026</b> | CLOSING TIME: | <b>12h00pm</b> |
|-------------|------------------------|---------------|---------------------|---------------|----------------|

|             |  |
|-------------|--|
| DESCRIPTION | <b>King Hintsa TVET College seeks to appoint a suitably qualified service provider for the provision, implementation, integration, maintenance and support of a Learner Management System (LMS) and Business Management System (BMS) for a period of five (5) years, with an option to review the Service Level Agreement (SLA) subject to performance and mutual agreement.</b> |
|-------------|--|

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<br>[TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |  | COMPANY SHARE CERTIFICATES<br><br>CENTRAL DATABASE SUMMARY REPORT | <input type="checkbox"/> Yes<br><br><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<br><br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[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)  |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |   |
| DEPARTMENT/ PUBLIC ENTITY  | SCM unit   | CONTACT PERSON   | Dr. S.P. Sixabayi   |
| CONTACT PERSON   | N. Maseme  | TELEPHONE NUMBER   | 047 401 6400/6436   |
| TELEPHONE NUMBER   | 047 401 6400/6437  | FACSIMILE NUMBER   | N/A   |
| FACSIMILE NUMBER   | N/A  | E-MAIL ADDRESS   | <a href="mailto:siyabongas@khc.edu.za">siyabongas@khc.edu.za</a>                                |
| E-MAIL ADDRESS   | <a href="mailto:nmaseme@khc.edu.za">nmaseme@khc.edu.za</a>                             |  |   |

## 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
- Certified Proof of company registration (CIPC). **(certification stamp must not be older than 6 months)**
- Certified Proof of valid Shareholder Certificate/Valid proof of ownership of the type of entity. **(certification stamp must not be older than 6 months).**
- Proof of registration with Central Supplier Database as per Treasury Regulations.
- Accurately and fully completed supplier declaration forms **(SBD 1, SBD 4, SBD 6.1, SBD 8, and SBD 9).**
- 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.
- Attendance of compulsory briefing meeting (Virtual meeting)
- Letter or document of reference proving that the service provider is compliant with DHET (Department of Higher Education and Training) TVETMIS (Technical and Vocational Education Training Management Information System) requirements and standards in terms of quality reporting.

**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 id 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*

| <b>FUNCTIONALITY</b>  | <b>POINTS</b> |
|---|---------------|
| <p><b><u>Company Experience:</u></b></p> <p>Tenderer has experience in successfully providing a full Business Management System within the Higher Education Sector within the Republic of South Africa.</p> <ul style="list-style-type: none"><li>• 5 or more reference letters and appointment letters = <b>40 points</b></li><li>• 4 reference letters and appointment letters = <b>30 points.</b></li><li>• 3 reference letters and appointment letters = <b>20 points.</b></li><li>• 2 reference letters and appointment letters = <b>10 points.</b></li><li>• 0-1 reference letter and appointment letter attached = <b>0 points</b></li></ul> <p><b><i>NB:</i></b><br/><b><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></b></p> | <b>40</b>     |

|  |            |
|--|------------|
| <p><b><u>Technical Expertise</u></b><br/> Management organogram and key staff:</p> <p><b>1. Service Manager = 5 points</b><br/> Relevant qualification and five years' experience in MIS/ICT = <b>5 points</b>.<br/> Less than 5 years relevant experience or no relevant qualification = <b>0 points</b>.</p> <p><b>2. Project Manager = 5 points</b><br/> Relevant qualification and five years' experience in MIS/ICT = <b>5 points</b>.<br/> Less than 5 years relevant experience or no relevant qualification = <b>0 points</b>.</p> <p><b>3. Training Consultant = 10 points</b><br/> Relevant qualification = <b>5 points</b><br/> Five years' experience on the system training = <b>5 Points</b><br/> Less than 5 years' experience on the system training or no relevant qualification = <b>0 points</b></p> <p><b>Documents to be submitted:</b></p> <ul style="list-style-type: none"> <li>• Curriculum vitae detailing projects of the Project Manager, Service Manager and Training Consultant with minimum of 5 years' experience</li> <li>• Relevant qualifications</li> <li>• Relevant certificates</li> </ul> | <b>20</b>  |
| <p><b><u>Project Implementation Plan</u></b></p> <ul style="list-style-type: none"> <li>• Provided a detailed and convincing methodology demonstrating implementation to meet project objectives = <b>20 points</b></li> <li>• Methodology <u>partially covers</u> the scope of work and/or lacks detailed project plan and detailed training plan = <b>10 points</b></li> <li>• Methodology is <u>significantly insufficient</u> in all respects = <b>0 points</b></li> </ul>   | <b>20</b>  |
| <p><b><u>Financial Sustainability</u></b></p> <ul style="list-style-type: none"> <li>• Valid Bank Rating Letter = <b>20 Points</b></li> <li>• No valid Bank Rating Letter = <b>0 Points</b></li> </ul>   | <b>20</b>  |
| <b>Total</b>   | <b>100</b> |

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.

**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. **(Where it is not fully and accurately completed, 0 points will be allocated, irrespective of submitted evidence and bidders).**
- 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**

| <b>Criteria</b> | <b>Points Available</b> |
|-----------------|-------------------------|
| Bid price       | 80                      |
| Specific goals  | 20                      |
| <b>Total</b>    | <b>100</b>              |

**Table 2: Points for the Specific Goals**

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

**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.

## **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**

**SYSTEM IMPLEMENTATION AND SUPPORT**

**Proctoring Tool:** Web- based software that can assist in implementation of teaching and learning remotely, and web-based solution that offer seamless and integrated College Business Management and enable users to work both onsite and offsite.

**SCORM Compliant:** Refers to the LMS adhering to the SCORM standards and specifications.

**BUSINESS MANAGEMENT SYSTEM SPECIFICATIONS**

| No | Description                         | Functionality   |
|----|-------------------------------------|---|
| 1  | Enquiries                           | The system must manage the process of initial enquiry received from prospective students to offers being made, and the acceptance thereof by applicants, with communication to student through SMS and email for each stage.  |
| 2. | Student Biographical Administration | The system must make provision for the capturing of a large amount of personal information about the student. It must allow the capturing directly on the system and on portal.   |
| 3. | Application and Admissions          | The system must allow prospective and registered students to apply online for academic study, residence placement and financial aid, moreover the system must allow for comprehensive records to be kept in respect of applicants, which can assist in the selection process. It must be able to do the screening of documents uploaded during application stage. It must be able to produce a signed proof of registration by institution and allows students to sign digitally. The system must be able to automate the full process. |

|    |              |   |
|----|--------------|---|
| 4. | Registration | The system must allow for the whole process of Student registration (enrolment) and deregistration (cancellations) to be done by both personnel of the institution and by students using the student portal. Students should be able to register and cancel online for the programme and courses/subjects to which they have been admitted to, with immediate generation of signed proof of registration. |
|----|--------------|---|

|    |                              |   |
|----|------------------------------|---|
| 5. | Assessments and Exams        | <p><b>Assessment Types:</b> The system should support various types of assessments, including quizzes, assignments, projects, reexams, final exams, practical exams, and continuous assessments as per DHET assessment guidelines.</p> <p><b>Exam Scheduling:</b> The system should allow for the creation, scheduling, and management of exam timetables, ensuring no conflicts in timing for students and staff. The system should flag if there are any conflicts and suggest alternative venues to be utilized.</p> <p><b>Grading and Marking:</b> The system must provide tools for entering, calculating, and managing grades, with support for different grading scales (e.g., percentage, result code). Rubrics and Criteria: Should allow the creation and application of assessment rubrics and grading criteria that align with institutional standards. It should be able to generate different reports for assessments and examinations, which include analysis of results for assessments and examinations.</p> <p><b>Identification of students at risk report.</b> It must allow import and exporting of marks by lecturers using spreadsheets. Auto-progression of all registered and qualifying students.</p> |
| 6. | Certification and Graduation | The system for certification and graduation should automate eligibility tracking, certificate issuance, and graduation management, while providing secure transcript services and should facilitate a smooth transition from application, registration, graduation and to alumni status, ensuring seamless management of student data and ongoing alumni engagement.  |
| 7. | Timetabling                  | The system should integrate class timetables, allowing students and lecturers to access their schedules directly through the portal for real-time updates and easy management. Additionally, the timetable feature should automatically generate class timetables with no clashes.  |

|    |                       |   |
|----|-----------------------|---|
| 8. | Examination Timetable | The system should integrate exam timetables, enabling students and lecturers to view and manage their exam schedules in real-time through the student portal. Flexible timetable functions to accommodate different campus setup.   |
| 9. | Student Self-Service  | The student portal should provide a secure and personalized platform for students to manage their academic life, including course registration, grade tracking, and access to class and exam timetables, financial tracking. It should also support LMS, graduation, WIL application and registration, online payments amongst other features. It must enable mobile access, offer real-time updates, and ensure data security and compliance with relevant regulations. Zero rated access on mobile phone is required. |

|     |   |  |
|-----|---|--|
| 10  | Staff Self-Service                                    | It must allow lecturers to access and update the system for information relevant to their profile including entering of assessment and exam marks. Capturing of attendance registers and generation of relevant reports. It must feature the following as well: Leave management-full process, finance enabler-requisitions-budgeting-internal transfers etc., asset management, Management reports- where all managers will be able to generate reports for all sub-systems, example, FTE student report for a specific year, request for travels, request for trainings, administering of performance management, full online recruitment, request for access control etc. |
| 11. | Co-operative Education (for internship/Job placement) | System must allow the college to manage the placing of students and lecturers at employers / participating entities who participate in co-operative education training (WIL and WBE), and the activities in which students are involved, at the same time keeping record of all the projects and activities of the student. It must be able to provide a seamless process of transferring students from formal academic programme to placement.  |
| 12  | Short Courses   | The system should provide an end-to-end process of short courses, from applications to alumni.   |
| 13. | Alumni Management                                     | The system should include robust alumni management features, enabling seamless transition from graduation to alumni status. This includes maintaining up-to-date contact information. The system should also track alumni contributions, supporting institutional efforts in building and nurturing a strong alumni network.   |

|     |                                    |  |
|-----|------------------------------------|--|
| 14. | Attendance Administration          | The system should allow for the entry and management of student attendance and also facilitate the blocking of students from entering an exam room if they have not met the required attendance threshold.<br>Notification to students/parents with regards to attendance status (SMS and Self-service portal)<br>SMS Notification: Non-attendance status<br>Evidence for non-attendance<br>Generation of report for students at risk due to non-attendance. |
| 15. | Certificates & Document Management | It should enable students to upload documents directly through the portal, ID, and certificates. Administrators must have the capability to verify and view these uploaded. It must have an online document storage facility as per DHET Requirements.   |

|     |                                     |   |
|-----|-------------------------------------|---|
|     |                                     | This functionality must support efficient screening document management and facilitates streamlined administrative processes.   |
| 16  | Self Service Appeals Administration | The system should provide a platform for students to submit and manage appeals through the portal, including academic, disciplinary, or administrative appeals. This feature should allow students to submit their appeals with supporting documentation, track the status of their appeals, and receive notifications on decisions and next steps. Administrators must be able to review, process, and respond to these appeals efficiently within the system. |
| 17. | Disciplinary Administration         | The system should integrate a disciplinary administration system that allows for the blocking of students from performing certain actions, such as submitting applications, registering for courses, or viewing transcripts, if they are under disciplinary sanctions. This functionality ensures that institutional policies are enforced and provides a streamlined approach to managing disciplinary issues and their impact on student activities.          |
| 18  | Reporting                           | The system should have a proven record of generating and adhering to DHET reporting. All reports should be aligned to DHET reporting templates. It should also allow for AG acceptable reporting standards.   |
| 19. | Accommodation Administration        | The system should allow full online accommodation administration, from application to registration. It should also allow the administration of asset allocation per residence. It must allow the administrators to block students with statuses when there is a need.   |

|     |   |   |
|-----|---|---|
| 20  | Student Debtors                                 | The sub-system allows the institution to configure and manage automation of various fees for qualifications, subjects, residences and other related fees such as registration fees, SRC levies, application fees, etc.  |
| 21. |   | Blacklisted students<br>Notifications to students/ parents with regards to fees (Prior to handing over debt-to-debt collectors).  |
| 20. | Bursaries and Loans                             | This sub-system must allow the college to effectively manage its Bursary and Loan (Scholarship, NSFAS and Award) funds.<br>System to address pre-requisites for bursary and loans. It must provide a seamless end-to-end process that will be integrated with NSFAS.                                    |
| 21. | Finance code structure                          | To create an end-to-end finance process, that will allow all finance related activities to be handled by the system.  |
| 22. | Counter and cashbook System                     | The System must provide for the receiving of moneys, the issuing of ad hoc payments and the processing of cash disbursements and payments. The system must contain a comprehensive Cash Book and bank reconciliation facility. It must have a function for cashier to handle EFT payments made on site. |
| 23. | Student Deposits and EFT Payment (Host to Host) | This functionality for seamless integration with the bank to enable the institution to receive student deposit every 30min or an hour updating the student account and the transmission of the EFT Payment file to the bank without user tempering with the file.                                       |
| 24. | Electronic Banking Interface                    | The system should allow the college to interface with the bank to receive bank statement and pay creditors and students refunds etc.  |
| 25. | Accounts Receivables                            | The system must facilitate the creation of debtor accounts (staff and others) and the recording of transactions such as invoices, credit notes, journals, and the generation of statements  |
| 26. | Library Function                                | Recording of available student textbooks.<br>Viewing of stock by administration (multi-campus);<br>Recording of library books and journeys (to students and employees)  |

|     |                          |   |
|-----|--------------------------|---|
| 27. | Partnership and Linkages | Functionality: To capture or upload partnerships and Linkages formed for each cycle.<br>To be able to create a Report on partnership and linkages   |
| 28. | Occupational Programs    | The system should allow a seamless process of creating the academic qualification structure, assessments and examinations. It must handle the automated processes of applications and registrations, placements and graduations.  |
| 29  | HR & Payroll             | To enable the full recruitment and selection of employees from advertisement, employment, and performance management. It must enable the payment of all college paid salaries, allowances, overtime and staff claims to be paid through the system. To have a functionality of automatically emailing the payslips with security passwords, and to allow staff to view payslips and tax certificates on staff portal. |
| 30  | Procurement              | To enable the institution to process all procurement processes through the system, including contract management and tendering.   |

#### LEARNER MANAGEMENT SYSTEM (LMS) FOR BLENDED LEARNING SUPPORT

\_Service providers must demonstrate proven experience in hosting Moodle, blackboard or any relevant system and provide relevant references to verify their expertise.

\_ Service Providers need to indicate the degree to which their solution meets each requirement (Comply (C) / Partially Comply (PC) / Not Comply (NC)).

Service Providers need to indicate how their solution will Satisfy each of the

| NO | Requirements                 | Requirement Description   | CIPC/NC |
|----|------------------------------|---|---------|
| 1. | Hosting                      | LMS must be cloud based   |         |
| 2. | Enrolment by different roles | Support enrolment by lecturer, manager or administrator.  |         |
| 3. | Integration:                 | <p>The LMS should be able to integrate with the college's Student Information System by means of web services, APIs, etc. that include the following:</p> <ul style="list-style-type: none"> <li>Course structure</li> <li>Staff appointments / resignations</li> <li>Student enrolment, and Grade / mark transfers.</li> </ul> |         |

|      |   |   |  |
|------|---|---|--|
| 4.   | Customisation and branding              | The LMS must allow for individual college branding to customise their logos, colours and mottos for ease of identification by lecturers and students.             |  |
| 5.   | Security                                | The LMS must ensure that each candidate has a unique identifier for individual credentials to track usage/non usage.  |  |
| 6.   | Support for mobile learning             | The LMS must have the compatibility to be used over different forms of devices like cell phones, tablets, iPad, smart phones, laptops and personal computers, etc |  |
| 7.   | Mobile App                              | The LMS is accessible via a mobile application (APP).   |  |
| 8.   | Plagiarism Tools                        | The LMS does have OR can integrate with a plagiarism and similarity-testing tool.   |  |
| 9.   | Proctoring Tools                        | The LMS can integrate with assessments invigilation tools.  |  |
| 10.  | Uploading of standards-based e-learning | Support uploading standards-based e-learning content (SCORM compliant).   |  |
| 11 . | Uploading of e-learning content         | Support administrators easily uploading eLearning content developed with common, standards-based authoring tools (e.g. Captivate, Camtasia, Articulate).          |  |
| 12.  | Viewing and replacing of SCORM files    | Enable viewing and replacing SCORM files in previously published e-learning content.  |  |
| 13.  | Content development                     | Enable content development through built-in development tools and templates for creating text, graphic, interactive elements and standards-based output (SCORM).  |  |
| 14.  | Zero Rated                              | Platform should be zero-rated by major mobile network service providers (Vodacom, MTN, Cell C, Telkom).   |  |

|     |                         |  |  |
|-----|-------------------------|--|--|
| 15. | Reporting and Analytics | The platform should allow for unified reporting and analytics for ease of use, compliance and quality assurance. |  |
|-----|-------------------------|--|--|

**BID NUMBER: KHC BID 05/2026**

**BID NAME: King Hintsa TVET College seeks to appoint a suitably qualified service provider for the provision, implementation, integration, maintenance and support of a Learner Management System (LMS) and Business Management System (BMS) for a period of five (5) years, with an option to review the Service Level Agreement (SLA) subject to performance and mutual agreement.**

**FORM OF OFFER**

**TOTAL TENDER PRICE INCLUDING VAT (TRANSFERRED FROM BOM/QUOTATION).**

**R.....**

**AMOUNT IN WORDS .....**

.....

**Name of bidder: .....**

**Signature of bidder: .....**

**Date: .....**

**BID NUMBER: KHC BID 05/2026**

**BID NAME: King Hintsa TVET College seeks to appoint a suitably qualified service provider for the provision, implementation, integration, maintenance and support of a Learner Management System (LMS) and Business Management System (BMS) for a period of five (5) years, with an option to review the Service Level Agreement (SLA) subject to performance and mutual agreement.**

**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: N. Maseme

Email: [nmaseme@khc.edu.za](mailto:nmaseme@khc.edu.za)

Tel No: 047 401 6400/6437

Technical enquiries:

Contact Person: Dr. S. P. Sixabayi

Email: [siyabongas@khc.edu.za](mailto:siyabongas@khc.edu.za)

Tel No: 047 401 6400/6464

**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 interest<sup>1</sup> 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**

<sup>1</sup> 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 consortium<sup>2</sup> 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.

<sup>2</sup> 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         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or}$$

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)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(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.

|   |
|---|
| .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> .....              |
| <b>DATE:</b> .....                          |
| <b>ADDRESS:</b> .....                       |
| .....                                       |

**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?<br><br>(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<br><input type="checkbox"/> | No<br><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)?<br><br>To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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 bids<sup>1</sup> 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).<sup>2</sup> 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, submitting the accompanying bid:

\_\_\_\_\_

(Bid Number: KHC BID 05/2026)

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 consortium<sup>3</sup> 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.

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

**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 :

| <b>Full name of partner</b> | <b>Residential address</b> | <b>Signature</b> |
|-----------------------------|----------------------------|------------------|
| .....                       | .....                      | .....            |
| .....                       | .....                      | .....            |
| .....                       | .....                      | .....            |

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

|                  |                  |                  |
|------------------|------------------|------------------|
| .....            | .....            | .....            |
| <b>SIGNATURE</b> | <b>SIGNATURE</b> | <b>SIGNATURE</b> |
| .....            | .....            | .....            |
| <b>DATE</b>      | <b>DATE</b>      | <b>DATE</b>      |

**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**
- **All sections must be clearly marked with dividers or tabs to facilitate the evaluation process.**
- **The bid document must be submitted in full, and no portion of the document must be separate.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **ANNEXURE G**

### **GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

### **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 **“Principal”** means the principal of Kinghintsa College or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, 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 by the provider 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 anything 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.

- 1.8 “**Day**” means calendar day.
- 1.9 “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- 1.10 “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- 1.11 “**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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 “**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.
- 1.13 “**KHC**” means Kinghintsa College.
- 1.14 “**Force majeure**” means an event beyond the control of the provider and not involving the provider’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.
- 1.15 “**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.
- 1.16 “**GCC**” means the General Conditions of Contract.
- 1.17 “**Goods**” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 “**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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 “**Letter of acceptance**” means the written communication by KHC to the contractor recording the acceptance by KHC of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;

- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“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 provider covered under the contract.
- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to KHC at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to KHC;
- 1.31 **“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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, KHC 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

### **4. Standards**

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

### **5. Use of contract documents and information; inspection**

- 5.1 The provider 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 provider in the performance of the 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider develops documentation/projects for KHC, the intellectual, copy and patent rights or ownership of such documents or projects will vest in KHC.

### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the KHC the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to KHC as compensation for any loss resulting from the service provider'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 KHC 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 South Africa or abroad, acceptable to KHC, in the form provided in the bidding documents or another form acceptable to KHC; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by KHC and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 & 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 provider.
- 8.6
- 8.7 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.
- 8.8 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 provider who shall, when called upon, remove them

immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.9 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. Packaging**

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

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

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

**20. Assignment**

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

## **21. Subcontracts**

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

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

- 22.5 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 provider'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 provider.

## **23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

#### **24. Termination For Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

#### **25. Anti-Dumping and Countervailing Duties and Rights**

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

#### **26. Force Majeure**

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

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in

writing, the provider 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.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

(c)

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

- (b) the aggregate liability of the provider 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.

### **30. Governing Language**

- 30.1 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.

### **31. Applicable Law**

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

### **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **36. National Industrial Participation Programme (NIP)**

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

**37. Amendment of Contracts**

37.1 In terms of Section 4 (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).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 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 bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (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.

---

**DATE**

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**SIGNATURE OF BIDDER**