



**higher education
& training**
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



BID DOCUMENT FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A DATABASE OF CONTRACTORS FOR MECHANICAL ENGINEERING PROJECTS AT NTABANKULU AGRICULTURAL CAMPUS- THREE (3) YEAR PERIOD

BID NO: INGWE/08/2024

CLOSING 12 JULY 2024

DATE:

CLOSING 11H00

TIME:

ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:	Finance Department
Contact Person:	Ms. M. Vunguvungu
Tel:	039 940 2142
E-mail address:	mvunguvungu@ingwecollege.edu.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department:	Projects Management Unit
Contact Person:	Mr. L. Matetela
Tel:	039 940 2142
E-mail address:	lmatetela@ingwecollege.edu.za

NAME OF BIDDER: _____

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RE-AVERT

BID DESCRIPTION	BID NUMBER	COMPULSORY BRIEFING SESSION		CLOSING DATE
RE-ADVERT FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A DATABASE OF CONTRACTORS FOR MECHANICAL ENGINEERING PROJECTS AT NTABANKULU AGRIC CAMPUS-THREE (3) YEAR PERIOD.	INGWE/08/2024	<u>DATE</u> 08/07/2024	<u>VENUE</u> NTABANKULU MULTI PURPOSE AND CONFERENCE CENTRE	12/07/2024
		<u>TIME</u> 11H00 AM		CLOSING TIME 11H00AM

Ingwe TVET College invites competent and experienced to submit bids for **EXPRESSION OF INTEREST TO PARTICIPATE IN A DATABASE OF CONTRACTORS FOR MECHANICAL ENGINEERING PROJECTS AT NTABANKULU AGRIC CAMPUS-THREE (3) YEAR PERIOD.**

The bid documents will be available from the SCM unit upon payment of a **non-refundable** fee of **R 250.00** (Two hundred and fifty rand only) and will also be available on Tender Bulletin/eTender and College website for free. The deposit is to be paid into the College's bank account, namely **First National Bank, Branch Code: 210821, Account No.: 6203 339 0353**. Submit proof of deposit prior to collection of the bid document from the SCM office. Bid document will be available from **Friday, 28th June 2024**.

Completed Bid documents are to be placed in a sealed envelope endorsed **"EXPRESSION OF INTEREST TO PARTICIPATE IN A DATABASE OF CONTRACTORS FOR MECHANICAL ENGINEERING PROJECTS AT NTABANKULU AGRIC CAMPUS- THREE (3) YEAR PERIOD & BID NUMBER INGWE/08/2024"** and must be deposited in the bid box/tender box, situated at the **Reception Area, at Ingwe Administration Centre, Badibanise A/A Mount Frere 5090** not later than **11H00 on Friday, 12 July 2024**, at which bids will be opened in public.

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENT/TENDER DOCUMENT AND FAILURE TO SUBMIT WILL LEAD TO THE BIDS BEING DECLARED NON-RESPONSIVE

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A valid SARS TAX Compliance status with PIN.
- Company municipal Statement of account not later than three (3) months or company lease agreement if renting premises or company ward council letter for non-rate paying areas and rural areas.
- Full CSD report (Central Supplier Database).
- Joint Ventures to attach: JV Agreement, and letter of Signatory.
- **Copy of CIDB grading 7ME or Higher.**
- **Valid COIDA certificate.**

BIDDERS SHOULD TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Ingwe TVET College Supply Chain Management Policy will apply.
- Ingwe does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- No proposals will be considered from persons in the service of the state.
- Tender documents must be completed with non-erasable ink. Any tender document completed with pencil will not be acceptable and shall be disqualified.
- Ensure that there are no errors or omissions as this may lead to bids being declared nonresponsive.
- The submission should be entirely legible. Any changes made to the original text of bid should be crossed through and signed for.
- DO NOT USE CORRECTION FLUID as this may invalidate your submission.
- Failure to comply with these conditions may invalidate your offer.

Evaluation Criteria for this procurement will be as follows:

Functionality (Attached)

Functionality will be evaluated based on capacity and experience, bidders who do not meet the minimum functionality assessment of 70 % will be considered non-responsive and will not be evaluated further.

Enquiries should be directed to:

Ms. M. Vunguvungu Tel: 039 940 2142 or mvunguvungu@ingwecollege.edu.za (Bidding process)

Mr. L Matetela Tel: 039 940 2142 or lmartetela@ingwecollege.edu.za (Technical queries)

INVITATION TO BID-SBD1

YOU ARE HEREBY INVITED TO BID FOR THE UNDERMENTIONED REQUIREMENTS OF THE INGWE TVET COLLEGE

BID NUMBER: INGWE/08/2024 CLOSING DATE: 12/07/2024 CLOSING TIME: 11H00 TENDER DESCRIPTION:

RE-ADVERT -EXPRESSION OF INTEREST TO PARTICIPATE IN A DATABASE OF CONTRACTORS FOR MECHANICAL ENGINEERING PROJECTS AT NTABANKULU AGRIC CAMPUS- THREE (3) YEAR PERIOD.

As more fully set out in the annexure to this form which contains the specific specifications and /or terms of reference for the aforesaid requirements.

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Ingwe TVET College
Administration Centre
Badibanise A/A

MT FRERE

5090

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will **not** be accepted for consideration.

The College does not accept any responsibility for the late submission of bids nor for the placement of a bid in the bid box.

The bid box is only open between 08h00 to 16h30, Mondays to Fridays excluding public holidays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS WHICH MAY NOT BE RETYPED.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED. A FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED.		
NAME OF BIDDER		
POSTAL ADDRESS		
STREET ADDRESS		
TELEPHONE NUMBER	CODE:	NO.
CELLPHONE NUMBER		
FAX NUMBER	CODE:	NO.
EMAIL ADDRESS		
VAT REGISTRATION NO.		

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NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES	NO	
-----	----	--

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES	NO
-----	----

(IF YES ENCLOSE PROOF)

DID YOU ATTEND THE COMPULSORY BRIEFING SESSION OR SITE MEETING, IF APPLICABLE

YES	NO
-----	----

SIGNATURE OF BIDDER _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL BID PRICE: R _____ TOTAL NUMBER OF ITEMS OFFERED _____

DETAILS OF TENDERING ENTITY'S BANK ACCOUNT

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: ____/____/20____



TERMS OF REFERENCE

Introduction

Ingwe TVET College is situated in the deep rural areas of the Eastern Cape Province. The geographic spread ranges over three District Municipalities namely, OR Tambo, Alfred Nzo and Joe Gqabi. The area is rural with most of its inhabitants being poor and depending on government social security. The College has five campuses which are approximately 200km radius presenting significant management and coordination challenges.

The College strategic plan directs that Infrastructure development and ICT Infrastructure be at the centre of the growth path. The College therefore is working hard to source funding, forge partnerships and collaborations with the aim to acquire infrastructure (including ICT) support funding.

Scope of Work (Terms of Reference)

1. *Ingwe TVET College Prequalified Group of Contractors*

The College intends to create a reasonable number of prequalified Contractors with a **CIDB Grade 7 or higher**. The contractors needed are in the following category.

GRADE - 7 or Higher
Class of Engineering Works: ME

Ingwe TVET College by inviting Expression of Interests (EoIs) to enter into a suitable contract for the required work, using stringent compliance and evaluation criteria to ensure that contracts are entered into with only those contractors who have the capability and capacity to provide the services and works and entering into contracts based on the projected demand and geographic location for those services.

The term of a Contractors shall be 3 years / 36 months – unless if, for any lawful reason, the College decides to extend the term. This prequalification shall not commit the College to appoint any contractor in the list or Panel. Contractors in the list will be expected to meet all the conditions, when purchased order is assigned, of the main contractor.

After initial closure of the process, bidders will be evaluated against the criteria as stipulated in this document before they are accepted and registered on the list of Ingwe TVET College Panel of Contractors.

Once a Contractor is admitted on the prequalified list, the Contractor will have access only to update their own information and will be able to update it. A prospective contractor just provides accurate and up-to-date information about its offices, Capacity and resources changes, or Emerging Micro Enterprises (EME) or Qualifying Small Enterprises (QSE) and CIDB Grading level and valid status.

2. Procurement strategy

The Employer intends entering into a pre-contract with a limited number of a contractors for the construction services and engineering works in the Cannabis and Hemp Facilities and other buildings of the College in various Campuses, following a competitive bidding / selection process (qualified procedure).

The JBCC, NEC 3, FIDIC or GCC form of contracts with Bills of Quantities or Schedule of Rates or Lump Sum pricing strategy may be used by the employer.

The contractor appointed from the prequalified list is expected to execute work with a short space of time or limited period. The turnaround time to establish and execute work will usually be shorter.

The responsibility to appoint, manage and pay sub- contractors rests with the main contractor. The client may only assist where necessary – guided by the provisions of law.

The Bidders/ Service Providers must be aware that actions will be taken against any form of collusive bidding or bid rigging. Consultations, communications, agreement and arrangements with any competitor regarding prices, non-submission of bids or bidding with intention not to win the submission and communication or arrangements related to quality, quantity and specifications during any stage will be construed as collusive bidding .

Depending on the nature of the project and circumstances, the tender period for invitation of tenders for prequalified list may vary between 7 days up to 21 days. In instances of emergency works or urgency works, tender period intervals may be less than 7 days in line with College SCM Policy on deviation. Contractors must ensure that they are capable of responding to the College, with their complete submission, within such limited time.

Location of the works

The works may be located within Ingwe TVET College Campuses, Premises, Sub-structures, Sites or Precincts.

3. Objective of the call for an expression of interest

The objective of this call for an expression of interest is to prequalify interested CIDB registered contractors (as stated above) so that they can be invited to submit tenders for Construction services construction services and engineering works in the Cannabis and Hemp Facilities and other buildings of the College in

various Campuses, Sites and/ or Precincts.

4. Occupational Health and Safety

Service Provider MUST comply with requirements of OHS Act and construction regulations which amongst other, but may not be limited to :

- Have valid letter of good standing obtained from Department of Labour & Employment or mandated agency/ entity / licensed compensation insurer.
- Comply with requirements of Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
- Comply with Construction Regulations of 2014
- Be registered and remain in good standing all the times during the implementation of project at Ingwe TVET College
- Submit to the consulting engineer, formally and in writing, documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as and when required

Description of the works and services

The required services of the main contractor in relation to the envisaged works includes:
the management of any or all the following:

- The planning of the works at a project or package level
- The obtaining of all statutory approvals associated with the planning, design and construction of the works.
- The conducting of facility condition assessments;
- The execution of works
- The construction of works and installation of plants and equipments;
- The commissioning and handover of the completed works and installations to the users of the facilities;
- The close out of projects and packages, and
- The maintenance, renewal, rehabilitation, refurbishment and repair of existing infrastructure;

The procurement or supply of:

- all goods, services and works including the necessary professional services that are necessary to provide the required works; and
- incidental services and goods necessary to enable buildings to be occupied and used as functional entities including the training or induction of those tasked with the operation and maintenance of infrastructure or components thereof; and
- the provision of temporary site facilities to support site activities and the execution of the works with own work force.

The envisaged works for which the appointed contractor will be responsible for over the term of the contract within the building and engineering infrastructure includes:

- The provision of new infrastructure or building of new infrastructure, renovations, refurbishment, rehabilitation, alteration and extensions of existing infrastructure within the building and engineering infrastructure;
- The renewal, maintenance and repairs of existing infrastructure and equipment;
- The demotion or dismantling and disposal of redundant infrastructure;
- The removal of hazardous products;
- The installation, renewal, repair, alteration and servicing of systems such as security, HVAC, vertical transport and energy management systems;
- The provision and installations, renewal, repair, alteration and servicing of refrigeration, cold rooms, boiler, compressed air, gas and vacuum installations
- The provision and installations of waste handling systems, conveyors and materials handling systems as well as machine systems including those relating to the environment of building interiors.
- Provision, installations, renewal, maintenance and repairs of continuous process systems, metallurgical works, manufacturing, processing, metallurgical machinery, equipment, apparatus and works necessary for the beneficiation of metals, organic substances and chemical processes
- The provision, installations, maintenance and servicing of backup power systems including generators, automatic switches, uninterrupted power supply(UPS) and diesel storage;
- The provision of furniture, fittings and equipment; and
- Provision of temporary buildings and /or prefabricated structures as and when there is a need during the construction period.

FUNCTIONALITY FOR GRADE 7ME OR HIGHER

FUNCTIONALITY		REQUIRED EVIDENCE	SCORE POINTS
1. Company experience			
(a) Provide valid written and contactable reference letters for completed projects in construction of cannabis facilities.			
5 or more reference letters	45 points	A minimum of at least three reference letters from satisfied previous clients that have been serviced in the past seven years should be provided; the submission must be on the relevant client’s letterhead and signed. Each reference letter must be accompanied by its appointment letter. Contact details of clients should be also provided. NB: 0 points will be claimed where submitted clients/ references cannot be contacted and there will be no points if the appointment letters are not attached.	45
4 reference letters	30 points		
3 reference letters	20 points		
Less than 3 reference letter	0 points		
2. Expertise: Key Personnel			
Projects Leader (20 points)			
10 years’ experience or more-with qualifications.	20 points	Attach CV, originally Certified copies of qualifications (NQF Level 07 in Mechanical Engineering) and Identity Document. At least must have five years’ experience as a Project Leader or Manager and must be registered with ECSA. NB: 0 point will be claimed where the above is not attached and copies of certified copies will not be considered.	45
07 to 09 years’ experience and qualifications.	15 points		
05-06 years’ experience and qualifications.	10 points		
0-4 years’ experience and qualification	0 points		
Site Manager (10 points)			
10 years’ experience or more-with qualifications.	10 points	Attach CV, originally Certified copies of qualifications (NQF Level 07 in Building or Civil Engineering) and Identity Document. At least must have five years’ experience as a Site Manager. NB: 0 point will be claimed where the above is not attached and copies of certified copies will not be considered.	
07 to 09 years’ experience and qualifications.	07 points		

05-06 years' experience and qualifications.	05 points		
Less than 5 years' experience with qualifications	0 points		
Site Foreman (10 points)			
10 Years experience or more and qualifications.	10 points	<p>Attach CV , originally certified copies of qualifications (NQF L6 in Mechanical Engineering) and Identity Document. At least 05 years work experience as Site Agent or Site Foreman or Site Manager.</p> <p>NB: 0 point will be claimed where the above is not attached and copies of certified copies will not be considered.</p>	
07-09 Years Experience and qualifications	07 points		
05-06 years' experience and qualifications.	05 points		
0-4 years' experience and qualification	0 points		
Occupational Health & Safety (OHS) (05 points)			
6 Years' experience or more and qualifications	5 points	<p>Attach CV and originally certified copies of qualifications and Identity Document. At least must have a Qualification in Health & Safety related studies (SAMTRAC / Health & Safety, or any other related Qualification) and a minimum of 3 years experience.</p> <p>NB: 0 point will be claimed where the above is not attached and copies of certified copies will not be considered.</p>	
3-5 Years' experience with qualifications	3 points		
Less than 03 years' experience with qualification	0 points		
Methodology and approach (10 points)			
Excellent methodology and approach including implementation plan, costing/ budget etc.	10 points	<p>Demonstration of the proposed services and content of the submission to address the identified needs of Ingwe TVET College as per scope requirements (construction of cannabis facilities).</p> <p>Bidders are required to submit a project plan and methodology on how they will ensure the execution of any allocated project within the required timeframes- from the inception to project close-out.</p>	10 points
Adequate/ average methodology and plan	05 points		
Inadequate methodology	0 points		
TOTAL POINTS			100

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.** To meet this requirement, bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The "Tax Clearance Certificate" requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.** SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.** The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.** In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5.** Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.** Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of 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**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 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 DECLARATIONS

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. 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.

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

3.7. 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE

TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

INGWE TVET COLLEGE PREFERENCE POINTS (SPECIFIC GOALS) CLAIM
FORM IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. PURPOSE

- 1.1. The purpose of this memo is to provide internal guidance on the implementation and application of New preferential Procurement regulations of 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA) by National Treasury.
- 1.2. To request the Accounting Officer to approve guideline on implementation of New Preferential Procurement Regulation of 2022 as an annexure while amending the SCM policy and its procedures.

2. BACKGROUND

- 2.1. On 4 November 2022, the Minister of Finance gazetted new Preferential Procurement Regulations (2022 Regulations) under the Preferential Procurement Policy Framework Act, 2000 (PPPFA),
- 2.2. The aim of new regulations is to ensure that PPR are aligned with February 2022 Constitutional Court judgement.
- 2.3. The purpose then of the 2022 Regulations is to:
 - comply with Section 217 of the Constitution on procurement of goods and services by organs of state.
 - comply with the PPPFA of 2000.
 - comply with the Constitutional Court judgement of February 2022, on the 2017 Regulations
- 2.4. The Public Procurement Bill is being finalized, which will empower the Minister of Finance to set preferential procurement, the 2022 Regulations repeal the 2017 Regulations and take effect on 16 January 2023. In essence, the 2022 Regulations are a placeholder whilst the Bill is being finalized. The Minister of Finance, as well as the National Treasury and the Government, remain wholly committed to transformation and empowerment as envisioned in the Constitution. A Supply Chain Management Policy factoring the application of the Preferential Procurement Regulations 2022 has been approved.
- 2.5. The new regulations empower organs of state to have their own approach to preferential procurement in order to address past injustices and protection of people who are unfairly disadvantaged
- 2.6. Organs of state, are required to determine their own preferential procurement policies in accordance with section 2 of the PPPFA and the thresholds and formula prescribed in the 2022 Regulations.
- 2.7. Ingwe TVET College SCM is in a process of amending SCM policy and procedure to ensure that it is aligned with the New Preferential Procurement Regulations of 2022.

3. Preference point system.

3.1. Definitions

- 3.1.1. Historically Disadvantaged Individual” (HDI) is defined as a South African citizen – 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or 2) who is a woman, and/or 3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.
- 3.1.2. A woman” refers to a female person who is a South African citizen
- 3.1.3. Disability” refers to a person with a permanent physical disability, mental disability, awareness disability, which leads to confinement or disability, or the inability to perform bodily functions in the manner or within the capacity of a normal person, as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act
- 3.1.4. Black people who are youth as defined in the National Youth Commission Act of 1996
- 3.1.5. HDI equity ownership” refers to the percentage of a partnership or business that is owned by individuals, or in the case of a company, the percentage of shares which is owned by individuals who are actively involved in the management decisions and day to day operational activities of the company or business and who exercises control in the business in relation to their ownership at the close of tender. Where individuals are not actively involved in the management and day to day operational activities of the business and who does not exercise control in relation to the percentage of their ownership, Equity ownership points cannot be awarded.

3.2. Application of preference points for the acquisition of good and services

- 3.2.1. The 80/20 preference point system is applicable to price quotations and tenders with a Rand value below or equal to R50 million (all applicable taxes included).
- 3.2.2. **80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million, the following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes**

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

Where.

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.2.2.1. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. For Ingwe TVET College points for specific goals will be linked with integrated development programme objectives.

Table 1 :

TRANSACTIONS WITH VALUE ABOVE R 30 000 AND UP TO R 500 000.00 (INCLUSIVE OF ALL APPLICABLE TAXES) THE FOLLOWING SPECIFIC GOALS SHALL BE APPLICABLE:

Specific goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
Black ownership: An EME or QSE which is at least 51% owned by black people	8	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women.	4	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth. (Up to 35 years of age)	4	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate.
Disability: An EME or QSE which is at least 51% owned by people with disability	2	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate • SASSA registration or confirmation of disability from a relevant authority.
Locality: Located in the OR Tambo District municipality,	2	Municipal rates account OR

Alfred Nzo District Municipality, and the Joe Gqabi District Municipality.		Letter from councilor confirming residence OR • Lease Agreement
Non - submissions	0	No points will be claimed if the bidders failed the required documents

Table 2 :

TRANSACTIONS WITH VALUE ABOVE R 500 001.00 AND UP TO R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES) THE FOLLOWING SPECIFIC GOALS SHALL BE APPLICABLE:

Specific goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
Black ownership: An EME or QSE which is at least 51% owned by black people.	6	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women.	4	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth. (Up to 35 years of age).	4	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Disability: An EME or QSE which is at least 51% owned by people with disability.	2	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate

		<ul style="list-style-type: none"> • SASSA registration or confirmation of disability from a relevant authority.
Locality: Located in the OR Tambo District municipality, Alfred Nzo District Municipality, and the Joe Gqabi District Municipality.	4	Municipal rates account OR Letter from councilor confirming residence OR <ul style="list-style-type: none"> • Lease Agreement
Non - submissions	0	No points will be claimed if the bidders failed the required documents.

3.2.2.2. The specification committee in consultation with director of the department will select applicable specific goals guided by procurement plan and integrated development plan of the municipality. At a particular point in time the specification committee must select not less than 3 specific goals indicated above and of the selected specific goals non will have more than 50% of the total maximum points as per sec 3.2.21 above

3.2.2.3. The following formula must be applied to calculate the number of points for specific goals:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for specific goal

NOP= The maximum number of points awarded for specific goals

EP = The percentage of equity ownership for specific goal

3.2.3. The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included).

3.2.4. 90/10 preference point system for acquisition of goods or services with Rand value a **Rand value above R50 million (all applicable taxes included)**, the following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where.

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.2.4.1. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. For INGWE TVET COLLEGE points for specific goals will be linked with integrated development programme objectives.

Table 3

FOR TRANSACTIONS WITH VALUE ABOVE R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES) THE FOLLOWING SPECIFIC GOALS SHALL BE APPLICABLE:

Specific goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
Black ownership: An EME or QSE which is at least 51% owned by black people.	3	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women.	2	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth. (Up to 35 years of age).	2	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points).
Disability: An EME or QSE which is at least 51% owned by people with disability.	1	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
Locality: Located in the OR Tambo District municipality, Alfred Nzo District Municipality, and the Joe Gqabi District Municipality.	2	Municipal rates account OR Letter from councillor confirming residence OR • Lease Agreement
Non - Submissions	0	No points will be claimed if the bidders failed the required documents.

The specific goals will be calculated as per 3.2.2.3 and 3.2.2.2 will apply for selection of specific goals

3.2.5. The points scored for the specific goal must be added to the points scored on price and the total must be rounded off to the nearest two decimal places.

3.2.6. (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points

3.3. Invitation of tenders for income generating contracts

3.2.1 Either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;

3.2.2 80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million

3.2.2.1 The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

3.2.2.2 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. Allocation will be as per 3.1.2.1

3.2.2.3 The specific goals will be calculated as per 3.1.2.2

3.2.3 90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

3.2.3.1 The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(+ \frac{P_t - P_{max}}{P_{max}} \right)$$

Where-

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

3.2.4. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

3.2.5. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

3.4. Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

3.5. Ingwe TVET College will use Central supplier database to confirm ownership of the companies and Suppliers will also need complete MBD 6.1 to support information on CSD.

4. LEGAL IMPLICATIONS

4.1. The New Preferential Regulations of 2022 takes effect on 16 January 2023

4.2. Revised SCM policy and its procedures to be approved.

4.3. The Preferential Procurement Regulations, 2017 published in Government No. 40553 of 20 January 2017, are hereby repealed with effect from 16th of January 2023

4.4. Any tender advertised before the date referred to in regulation 11 must be dealt with in terms of the Preferential Procurement Regulations, 2017.

INGWE TVET COLLEGE

CONTRACT CONDITIONS

The purpose of this document is to:

- (i)** Draw special attention to certain general conditions applicable to College bids, contracts and orders;
- (ii)** To ensure that prospective tenderers or bidders are familiar with the rights and obligations of all parties involved in doing business with the College;
- (iii)** To set out the conditions applicable to all tenders or bids submitted to the college in response to an invitation to submit a tender, bid or quotation, as may be applicable:

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

- Any specification issued by the college for the supply of goods or services is subject to the relevant terms and conditions contained herein.
- These General Conditions of Contract will form part of all bid documents.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

A. CONDITIONS APPLYING TO ALL SPECIFICATIONS

All specifications for goods and services to be procured by the college shall, except where otherwise stated in any specific specification, be subject to the following requirements and conditions:

1. Functionality

Where functionality is utilized as an evaluation criterion, no tender will be regarded as an acceptable tender if it fails to achieve the minimum stipulated qualifying score for functionality and only tenders that have achieved this score will be evaluated further in terms of the preference point systems referred to below.

2. 80/20 Preference Point System

2.1 The under-mentioned preference points evaluation system for the acquisition of services, works or goods up to a Rand value of R50 000 000 (all applicable taxes included) will be applied with regard to the evaluation of tenders falling within this threshold amount:

- (i)** the following formula will be used to calculate the points for price in respect of tenders (including price quotations) with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 000 000 (all applicable taxes included):

Pt – Pmin

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the specific goals in accordance with the following table:

SPECIFIC GOAL POINTS BREAKDOWN

SPECIFIC GOALS	PREFERENCE POINTS ALLOCATED OUT OF 20	DOCUMENTATION TO BE SUBMITTED BY BIDDERS TO VALIDATE THEIR CLAIM FOR POINTS
Black ownership: An EME or QSE which is at least 51% owned by black people	8	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women	4	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth. (Up to 35 years of age)	4	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Disability: An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points) • Medical certificate • SASSA registration or confirmation of disability from a relevant authority.
Locality: Located in the OR Tambo District municipality, Alfred Nzo District Municipality, and the Joe Gqabi District Municipality	2	<ul style="list-style-type: none"> • Municipal rates account OR • Letter from councilor confirming residence or Lease Agreement
Non – submissions	0	<ul style="list-style-type: none"> • No points will be claimed if the bidders failed to submit the required documents

(iii) a maximum of 20 points may be allocated under subparagraph (ii);

(iv) the points scored by a tenderer in respect of specific goals contemplated in subparagraph (ii) must be added to the points scored for price as calculated in accordance with subparagraph (i).

2.2 In the event of all tenders received exceeding the estimated Rand value of R50 000 000, the tender invitation will be cancelled, provided that, if one or more of the acceptable tenders received are within the aforesaid threshold of R50 000 000, all tenders received will be evaluated in accordance with this preference point system.

2.2 The specific goals attained by a tenderer will be used to determine the number of points contemplated in subparagraph 2.1 (ii) above.

3. 90/10 Preference Point System

3.1 The under-mentioned preference points evaluation system for the acquisition of services, works or goods with a Rand value above R50 000 000 (all applicable taxes included) will be applied regarding the evaluation of tenders above this threshold amount:

(i) the following formula will be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Pt - Pmin$$

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{\dots} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the specific goals in accordance with the following table:

SPECIFIC GOAL POINTS BREAKDOWN

SPECIFIC GOALS	PREFERENCE POINTS ALLOCATED OUT OF 20	DOCUMENTATION TO BE SUBMITTED BY BIDDERS TO VALIDATE THEIR CLAIM FOR POINTS
Black ownership: An EME or QSE which is at least 51% owned by black people	8	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women	4	<ul style="list-style-type: none"> ID Copy CIPC (Company registration)

		<ul style="list-style-type: none"> • CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth. (Up to 35 years of age)	4	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Disability: An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> • ID Copy • CIPC (Company registration) • CSD report (the ownership status of the 2 documents must correspond to be awarded points) • Medical certificate • SASSA registration or confirmation of disability from a relevant authority.
Locality: Located in the OR Tambo District municipality, Alfred Nzo District Municipality, and the Joe Gqabi District Municipality	2	<ul style="list-style-type: none"> • Municipal rates account OR • Letter from councilor confirming residence or Lease Agreement
Non – submissions	0	<ul style="list-style-type: none"> • No points will be claimed if the bidders failed to submit the required documents

(iii) a maximum of 10 points may be allocated under subparagraph (ii);

(iv) the points scored by a tenderer in respect of the specific goals contemplated in subparagraph (ii) must be added to the points scored for price as calculated in accordance with subparagraph (i).

3.2 In the event of all tenders received being equal to, or below R500 000, the invitation to tender will be withdrawn and all tenders received shall be regarded as having been cancelled provided that, If one or more of the acceptable tenders received are above the prescribed threshold of R500 000, all tenders received will be evaluated in accordance with this preference point system.

3.3 The specific goals attained by a tenderer must be used to determine the number of points contemplated in subparagraph 3.1 (ii) above.

4. Specific goals

.1 Where a bidder is required to attain a specified specific goal or goals other than contracting with historically disadvantaged persons and implementing Reconstruction and Development Programmes in order to qualify for the award of a contract, such bidder must provide the required information to enable the bid evaluation committee to determine whether or not such specific goal or goals will be attained by the bidder concerned in the event of him/her or it being awarded the relevant contract.

8. Miscellaneous conditions

8.1 Only tenderers who have completed and signed the declaration part of any tender documentation will be considered when tenders are evaluated.

8.2 When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account.

8.3 A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is effected.

8.3 Bid evaluation points scored will be rounded off to the nearest 2 decimal places.

8.4 Equal point scoring:

(i) In the event that two or more tenders score equal total points, the successful tender will be the one scoring the highest number of preference points for Specific goals.

(ii) However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for SPECIFIC GOALS, the successful tender will be the one scoring the highest score for functionality;

(iii) Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots in accordance with the applicable regulations of the College.

9. Cancelling a tender

9.1 The accounting officer may, prior to the award of a tender, by notice in the media in which the original tender was advertised, cancel such tender if, due to changed circumstances, there is no longer a need for the services, works or goods requested or if funds are no longer available to cover the total envisaged expenditure or if no acceptable tenders are received.

10. Declarations

A tenderer must -

(a) declare that the information provided in a tender document is true and correct;

(b) declare that the signatory to a tender document is duly authorized; and

(c) undertake to submit documentary proof regarding any tendering issue when required to the satisfaction of the College.

11. Remedies

11.1 A tenderer who submits a tender acknowledges thereby that:

(a) The college will, upon detecting that the SPECIFIC GOALS status has been claimed or obtained by a tenderer on a fraudulent basis or any of the conditions of a contract awarded to such tenderer or contractor have not been fulfilled, act against such tenderer or person awarded the ensuing contract.

(b) The college may, in addition to any other remedy it may have against the person contemplated in subparagraph (a)-

(i) disqualify the person concerned from participating in any future tender process with the College;

(ii) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (iii) cancel the relevant contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (c) The college may restrict a tenderer or contractor, its shareholders and directors, or only the shareholders and directors, as the case may be, who acted on a fraudulent basis in connection with a tender, from obtaining business from the college for a period not exceeding 10 years, provided that, before exercising this right, the college shall give the persons or parties concerned an opportunity to make representations and be heard in defence of such contemplated action; and
- (d) The college may refer any fraudulent action on the part of a tenderer or contractor or any party aforesaid to the South African Police Services with a view to criminal prosecution.
- (e) Where a tenderer or contractor is restricted in terms of subparagraph (c), the accounting officer will forward the relevant details to National Treasury for inclusion in the Central Database of Restricted Suppliers.
- (f) The college will check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- (g) The college will reject any bid from a bidder -

 - (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the College, or to any other college or municipal entity, are in arrears for more than three months; or
 - (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the college or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) The college will reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, committed a corrupt or fraudulent act in competing for the particular contract;
- (f) The college will cancel a contract awarded to a person if -

 - (i) such person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) The college will reject the bid of any bidder if that bidder or any of its directors -

 - (i) has abused the supply chain management system of the college or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (ii) has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
 - (iii) has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004); and

- (iv)** who, in terms of any applicable law, is required to be possession of a current licence, registration certificate or authority to submit a bid in response to a bid invitation by the College.

- (h)** The college will reject a bid from any bidder who failed to attend a compulsory site meeting or information session relative to a particular invitation to bid

B. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **“Country of origin”** means the place where the goods were mined, grown, or 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.
 - 1.7 **“Day”** means calendar day.
 - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
 - 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **“Dumping”** occurs when a private enterprise abroad 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.
 - 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **“GCC”** means the General Conditions of Contract.

- 1.15** “**Goods**” means all of the equipment, machinery and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16** “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17** “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18** “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19** “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20** “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.21** “**Purchaser**” means the Ingwe TVET College or any other agency or body on whose behalf it has been authorized to procure goods and services and includes the accounting officer of this college or his nominee.
- 1.22** “**Republic**” means the Republic of South Africa.
- 1.23** “**SCC**” means the Special Conditions of Contract.
- 1.24** “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25** “**State**” includes the College;
- 1.26** “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1** These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2** Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1** Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2** With certain exceptions, invitations to bid are only published in the local press or accessed electronically or in hard copy form from the college upon payment of x any prescribed fee.

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 and also inspection.

- 5.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only insofar as may be necessary for purposes of such performance.
- 5.2** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3** Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4** The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1** Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2** The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3** The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may, on or after delivery, be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1** The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a)** performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b)** furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c)** furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d)** performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e)** training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a)** such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b)** in the event of termination of production of the spare parts:
 - (i)** Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii)** following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

- 16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an acceptable invoice or claim by the supplier.
- 16.4** Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the

stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5** Any restriction imposed on any person by the Accounting Officer will, at the discretion of the Accounting Officer, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6** If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser.
 - (ii) the date of commencement of the restriction.
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1** When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase.

When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER /INSTITUTION NAME	NATURE OF WORK/ PROJECT NAME	AWARDED AMOUNT	ANTICIPATED / ACTUAL COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

PAST EXPERIENCE 2

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS UNDERTAKEN <u>FOR INGWE TVET COLLEGE</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR INGWE TVET COLLEGE			R

.....
DATE

.....
SIGNATURE OF BIDDER