

TENDER DOCUMENT



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



CONTRACT No. THEKWINI/GEN/01/M/2023-24

THE EMPLOYMENT OF A SERVICE PROVIDER

TO

**REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE
GENERATORS FOR A PERIOD OF 24 MONTHS**

Name of Tenderer:

.....

This tender closes at 12H00 on Thursday, 03 August 2023 at the offices of Thekwini TVET College, Central Office, 262 D'Aintree Avenue, Asherville, 4015

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:

Thekwini TVET College

Central Office
262 D'Aintree Avenue
Asherville
4015

Contact Name: Mr NE Mchunu
Telephone: 031 250 8400

Prepared by:

Thekwini TVET College

Central Office
262 D'Aintree Avenue
Asherville
4015

Contact Name: Ms. T Gqoloda
Telephone: 031 250 8400

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Service Providers are advised to check the number of pages and, should any be missing, duplicated, reproduction indistinct, description is ambiguous, or this document contain any obvious errors, they shall inform the Supply Chain Management Unit of Thekwini TVET College at once, and have the same rectified. No liability whatsoever will be incurred in respect of errors in this document due to the service provider's failure to observe this requirement.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS



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TENDER NOTICE AND INVITATION TO TENDER

Contract Number	Description	Site Clarification Venue	Tender Enquiries
THEKWINI/GEN/01/M/2023-24	REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE	N/A	Tenjiwe Gqoloda, Email: gqolodat@thekwini.edu.za Tel.: 031 250 8400

Thekwini TVET College, invites tenders for the above-mentioned project. The duration of the project will be 24 months (2 years).

Prequalification: Only tenderers who meet the following prequalification criteria may respond:

Only tenderers who have the following are eligible to submit tenders/ proposals:

- proof of registration with the Department of Mineral Resources and Energy to buy and sell bulk diesel,
- Tenderers must be registered with the Central Suppliers Database (CSD)
- Valid SARS TCC pin

Tenders will be evaluated using the 80/20 principles of the Preferential Procurement Policy Framework Act, No. 5, 2000 with its 2017 Regulations and functionality .

Tender documents are available from (12 July to 26 July 2023) from central office 262 D’Aintree avenue Asherville, the Finance/SCM Offices. A non-refundable deposit of R300.00 per document, which is payable prior to receiving of the bid document, should be deposited into the Thekwini TVET College account:

Bank Name : FNB
Account Name : Thekwini College
Account Number : 62031262372
Branch Name : Overport City
Branch Code : 222826

The proof of payment showing the contract number and company name may be emailed to tenders4567die@thekwini.edu.za or hand delivered to the procurement unit.

Queries relating to this Tender specification may be addressed to: Ms Tenjiwe Gqoloda, Telephone No. 031 250 8400. E-mail address: gqolodat@thekwini.edu.za

The closing time for receipt of tenders is **12h00 on 03 August 2023** at **Thekwini TVET College, Central Office, 262 D’Aintree Avenue, Asherville, 4015**. Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.

The College does not bind itself to accept the lowest or any proposal, either wholly or in part, or to give any reason for such.

CONDITIONS OF TENDER

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates or a Sworn affidavit to substantiate their B-BBEE rating claims
6. Suppliers must complete all the returnable schedules. Failure to complete these documents may result in your quotation being invalid.
7. Company to show ownership of road worthy vehicles
8. Proposals must be in accordance with the specifications, unless otherwise stipulated.
9. The official bid document must be used. Should the allocated pricing page/information be insufficient, you may include an additional copy of the price page.
10. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
11. Proposals/ tenders must be deposited in TENDER BOX situated as indicated on the quotation request form. Suppliers should ensure that quotations are delivered timeously to the correct address. If the quotation/offer is late, it will not be accepted for consideration.
- 1.1. Thekwini TVET College is under no obligation to accept the lowest or any bid. Further, the College reserves the right not to appoint or to appoint one service provider or more than one service providers.
12. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services will be examined before their bids are considered for acceptance.
13. Pricing on the form of offer (**page 45**) must be written same amount both in figures and words, failing of which your proposal shall be disqualified with an indication of “**no offer**” on the quotation closing.
14. **Registration on National Treasury’s Central Supplier Database (CSD) is compulsory.** For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report **will** result in the disqualification of proposals.

SPECIAL TENDER CONDITIONS

- This tender and its acceptance will be subject to the terms and conditions described below.
Thekwini TVET College is/will not be liable for any costs incurred in preparation and delivery of tenders.
- All documents, samples and materials submitted as part of a tender becomes the property of the College, and yet in any event Thekwini TVET College will not be liable for loss or damage to any documents, samples and materials submitted.
- Compulsory registration with the Department of Mineral Resources and Energy to buy, sell and deliver bulk diesel
- **CLOSING DATE**
- The closing date for the submission of proposals is 12h00 on Thursday, 03 August 2023
No late submissions will be accepted
- **TENDER DOCUMENTS MARKING**
 - a. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
 - b. Tenders must be completed in black ink.
 - c. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
 - d. Tenders should be hand delivered to the address provided on the Invitation to quote above so as to reach the destination no later than the closing date and time.
 - e. No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- **VAT, DUTIES AND OTHER TAXES**
 - a. Prices and must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.
 - b. The full price under this tender must be quoted in South African Rand (ZAR).

➤ **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- a. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Thekwini TVET College reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

➤ **TAX COMPLIANCE**

- a. No tender shall be awarded to a bidder who is not tax compliant. Thekwini TVET College reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the College, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Thekwini TVET College further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- b. The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issued Tax Clearance Certificates anymore but has introduces an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- c. Thekwini TVET College will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling.

➤ **PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

➤ **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Thekwini TVET College incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the College harmless from any and all such costs which

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

the College may incur and for any damages or losses Thekwini TVET College may suffer.

The service provider will be liable for theft of college property

➤ **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- a. **Thekwini TVET College** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Thekwini TVET College or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- b. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- c. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- d. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Thekwini TVET College officers, directors, employees, advisors or other representatives;
- e. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- f. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- g. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

➤ **CONDITIONS OF PAYMENT**

- a. No service should be provided to the College in terms of this tender and no amount will become due and payable by the Thekwini TVET College;
- b. an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the College.

➤ **CONTRACTUAL IMPLICATIONS**

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- c. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by Thekwini TVET College.
- d. Other than providing rights to Thekwini TVET College, nothing in this Tender Request and tender response should be construed to give rise to the College having any obligations or liabilities whatsoever, express or implied.
- e. The successful Tenderer shall only be entitled to render services and/or provide goods to the Thekwini TVET College once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT" and a service level agreement, has been signed by both the Tenderer and Thekwini TVET College, whereupon the Request for Proposal and tender response will cease to have force and effect.

Full Names of a Bidder's Representative

Signature of a Bidder's Representative (Accepting all the above listed conditions of tender)

Thekwini TVET College
Bid Number: THEKWINI/GEN/01/M/2023-24

SPECIFICATIONS

1. Scope of Work

Tenders are hereby invited for the provision of diesel replenishment services for the Thekwini TVET College properties as listed below for the duration of 24 months.

The provision of service will include:

CONTRACTING CONDITIONS

THEKWINI TVET COLLEGE SITE ADDRESS LIST

One main service provider who will be accountable for all the SLA deliverables. The Bidder must have presence in eThekwini municipality as listed in the Thekwini TVET College Address list indicated in the table below.

THEKWINI TVET COLLEGE SITE NAMES

No	Campus Name	- Address
1	Asherville Campus	- 262 D’Aintree Avenue, Asherville
2	Centec Campus	- Corner of Earl Haig & Hendry Roads, Morningside
3	Cato Manor Campus	- Corner of Booth & Ridgeview Roads, Cato Manor
4	Melbourne Campus	- Corner of Sydney & Blake Roads, Dalbridge
5	Springfield Campus	- Corner of Umgeni & Bisasar Roads, Springfield Flats
6	Umbilo Campus	- 351 Umbilo Road

(3) STATEMENT OF WORK

(a) Diesel Delivery and Replenishment Services

The Bidder must provide the following Diesel Replenishment services:

- (i) The Bidder will be expected to supply clean diesel “as and when” required on a 24-hour basis to all the identified Thekwini TVET College Campuses.
- (ii) Due to the mission critical nature of the Diesel Generator Set, it is essential to ensure a constantly available supply of diesel fuel for replenishment, and the 24-hour service for actual replenishment of the diesel should the generator run for a period of time.
- (iii) 4 Hour Maximum Time To Refill (MTTRefill) will be required for diesel replenishment.
- (iv) The diesel price must be based on the local service station pump rates at time of delivery.
 - 1. 50 ppm sulphur grade diesel price (Diesel, Reef, 0.05%)
 - 2. 50 ppm sulphur grade diesel price (Diesel, Coast, 0.05%)

(4) DELIVERY ADDRESS

The supplier must deliver the required products or services at as indicated in table above

(5) DELIVERY SCHEDULE

The diesel replenishment services must be implemented immediately after receipt of an official Purchase Order from Thekwini TVET College.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

(6) SERVICES AND PERFORMANCE METRICS

- (a) Service providers must adhere strictly to the respond and delivery requirements:
 - (i) 1 Hour Maximum Time To Respond (MaxTTResp) will be required.
 - (ii) 4 Hour Maximum Time To Repair (MaxTTRefill) will be required for diesel replenishment

(7) SUB-CONTRACTING

Where work is sub contracted the Bidder must have a contract in place and supervise the work continuously to ensure acceptable quality and to ensure that no risk exist to Thekwini TVET College and ensure no service interruptions to Thekwini TVET College or its clients. The main bidder remains fully responsible for the sub bidder's actions or omission of actions. Penalties or claims for damages caused by the sub-contractor shall be applied to the main bidder in full.

(8) HUMAN RESOURCES

The Bidder must be responsible for its staff and they must be equipped with adequate individual safety equipment and personal protective equipment when executing the task.

(9) LOSSES

- (a) The bidder shall be held responsible for any losses caused to THEKWINI TVET COLLEGE due to the bidder's or his sub bidder's actions or absence thereof. Damages shall be recovered from outstanding money's owed to the bidder. Where outstanding moneys are not sufficient to cover the full loss experienced by THEKWINI TVET COLLEGE, the bidder shall be invoiced for the outstanding moneys.
- (b) Losses to THEKWINI TVET COLLEGE shall be determined and be assigned to the diesel bidder where the balance of probability is more than 50% that the failure or incident was caused by the diesel bidder's actions or absence of action.
- (c) Examples of losses caused to THEKWINI TVET COLLEGE that shall be recovered from the Contract, could include:
 - i. Fire suppression system triggered by the actions of the bidder and subsequent a fruitless discharge of gas is resulted.
 - ii. Work is being performed by the bidder inside the THEKWINI TVET COLLEGE IT environment and intentionally or unintentionally Network cabling are damaged which causes Network Traffic loss.
 - iii. Damage to property during the execution of work.
- (d) The bidder must have the required insurance cover in place within two weeks from contract commencement and of sufficient value to cover these types of incidences. THEKWINI TVET COLLEGE shall not interact with the diesel bidder's underwriter and shall deduct moneys directly as indicated above.

(10) PENALTIES

- (a) Should the diesel bidder not adhere to the SLA time frame specified to Respond (MaxTTResp) to an incident, the penalty to the diesel bidder shall be equal to 5% of the full value of the diesel replenishment cost for the relevant site/s.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

- (b) Should the diesel bidder not adhere to the SLA time frame specified to Refill (MaxTTRefill) of an incident, the penalty to the diesel bidder shall be equal to 10% of the full value of the diesel replenishment cost for that the relevant site/s.
- (c) The penalty for late submission of a RCAs or RFO document shall be equal to 10% of the full value of the diesel replenishment cost for the relevant site/s.
- (d) The above penalties shall be applied at THEKWINI TVET COLLEGE's discretion, following the breach of a Service Level Agreement. The bidder shall have the opportunity to provide a report, within seven calendar days following the incident or THEKWINI TVET COLLEGE's notice of penalty, indicating why the bidder deem the penalty not to be applied. THEKWINI TVET COLLEGE shall take this into consideration, but THEKWINI TVET COLLEGE's decision shall be final and shall deduct penalty values from the monthly invoices for the relevant site(s).

(11) SCOPE OF WORK CHANGES

THEKWINI TVET COLLEGE reserves the right to add or remove any THEKWINI TVET COLLEGE sites from this contract.

(12) SERVICE HISTORY AND INVENTORY SERVICES

- (a) The bidder must insure that the processes and/or procedures and/or systems are in place to track work performed:
 - (i) Replenishment of the diesel standby generators.

Thekwini TVET College

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

Bid Number: THEKWINI/GEN/01/M/2023-24

RESPONSIVENESS AND EVALUATION CRITERIA

NB: Thekwini TVET College may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

No bid will be considered by Thekwini TVET College unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations 2017 (Government Gazette 27636 of 30 May 2005).
- The bidder must adhere to the **Pricing Instructions**,
- The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- The **All Bid Documents** by the bidder must be completed and signed.
- Compulsory registration with the Department of Mineral Resources and Energy to buy, sell and deliver bulk diesel
- Company Municipality utility bill proving no arrears for more than 3 months, in the case where the company is operating the areas where Municipal charges are not applicable, Proof of Resident (POR) and Affidavit must be submitted.

OTHER RETURNABLE DOCUMENTS THAT MAY BE SUBMITTED:

- Certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS or original sworn affidavit,
- ID certificate(s) of all directors, members and/or shareholders,
- Central Supply Database Certificate (CSD),
- Valid Tax Clearance Certificate/ Verification PIN,
- Company / CC / Trust / Partnership / registration certificates and Certificate of Authority for Signatory and Registration/ID.

T2.2 RETURNABLE SCHEDULES

FORM A	CERTIFICATE OF AUTHORITY TO SIGN A TENDER
FORM B	COMPULSORY DECLARATION
FORM C	SBD 1: INVITATION TO BID
FORM D	SBD 4: DECLARATION OF INTERESTS
FORM E	SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017
FORM F	SBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM G	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM H	CERTIFICATE OF ATTENDANCE TO COMPULSORY CLARIFICATION MEETING
FORM I	EXPERIENCE OF THE TENDERER
FORM J	KEY PERSONNEL
FORM K	SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION
FORM L	TAX COMPLIANCE STATUS
FORM M	RECORD OF ADDENDA

NOTE: The Tenderer is required to complete each and every schedule and form listed above as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will lead to rejection on the grounds that the tender is not responsive.

FORM A: CERTIFICATE OF AUTHORITY TO SIGN A TENDER

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A.1 Company	A.2 Partnership	A.3 Joint Venture	A.4 Sole Proprietor	A.5 Close Corporation	A.6 Co-operative

A.1 Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

acting in the capacity of, was authorised to sign all documents in

connection with this tender for Tender No. **THEKWINI/GEN/01/M/2023-24** and any contract resulting from it on behalf of the company.

As witnesses:

.....

Chairman:

.....

Date:

ENTERPRISE STAMP

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

A.2 Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
....., hereby authorise
Mr/Ms , acting in the capacity of
....., to sign all documents in connection with this tender for
Tender No. **THEKWINI/GEN/01/M/2023-24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

As witnesses:

.....
.....

Chairman:

Date:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

A.3. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
....., authorised signatory of the company.....,

acting in the capacity of lead partner, to sign all documents in connection with this tender for Tender No.
THEKWINI/GEN/01/M/2023-24 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised
signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature

The tendering entity (JV Entity) must also attach a JV Agreement signed by all the parties.

As witnesses:

..... Chairman of the JV Entity:
..... Date:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

A.4. Certificate for Sole Proprietor

I, hereby confirm that I am
the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

A.5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorise Mr/Ms

acting in the capacity of, to sign all to sign all documents in

connection with this tender for Tender No. **THEKWINI/GEN/01/M/2023-24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

ENTERPRISE STAMP

As witnesses:

.....

.....

Chairman:

Date:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

A.6. Certificate for a Co-operative

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

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

Mr / Ms....., whose signature appears below, has been authorised to sign all documents in connection with this tender 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

[Failure of a Tenderer to sign and to fill this form will invalidate the tender]

FORM B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate declarations in respect of each partner must be completed and submitted.

Section 1: Name of the Enterprise:		
Section 2: VAT registration number, if any:		
Section 3: Registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships:		
Name	Identity Number	Personal Income tax Number

Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of Companies and Close Corporations	
Company Registration number	
Close Corporation number:	
Tax Reference Number	

The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The attached SBD 8 must be completed for each tender and be attached as a requirement.

The attached SBD 9 must be completed for each tender and be attached as a requirement

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud and corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of **interest; and**

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature.....

Date

Name and Surname.....

Position.....

Enterprise Name.....

FORM C: SBD 4: INVITATION TO BID

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE

BID NUMBER: THEKWINI/GEN/01/M/2023-24 CLOSING DATE: **03 August 2023**
DESCRIPTION: REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE

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

Thekwini TVET College
Central Office
262 D’Aintree Avenue
Asherville
4015

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

The bid box is generally open 07h30 am to 16h00 on a normal working days Monday - Thursday

- 2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

2.1 THE FOLLOWING PARTICULARS MUST BE FURNISHED
2.2 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....
POSTAL ADDRESS.....
STREET ADDRESS.....
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER.....
FACSMILE NUMBER.....
VAT REGISTRATION NUMBER.....
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO
2.2.1.1 ARE YOU ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....
DATE.....
CAPACITY UNDER WHICH THIS BID IS SIGNED.....

FORM D: SBD 4: DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES / NO**

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

FORM E: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	NO
-----	----

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-Service Provider.....
- iii) The B-BBEE status level of the sub-Service Provider.....
- iv) Whether the sub-Service Provider is an EME or QSE
(Tick applicable box)

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

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

v) Specify by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.6 Total number of years the company/firm has been in business:.....

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the Service Provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or Service Provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

FORM F: SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. 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).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

FORM G: SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “2.2.6“ must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form “2.2.6“ 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 (Form “2.2.6“) must be completed and submitted with the bid:

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

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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE

.....
(Description of the Work to be undertaken)

THEKWINI/GEN/01/M/2023-24

(Bid Number and Description)

in response to the invitation for the bid made by:

THEKWINI TVET COLLEGE

.....
(Name of Department / Departmental Entity)

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 sameline of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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;

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

- (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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

FORM N: TAX COMPLIANCE STATUS

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT

BID NUMBER:	THEKWINI/GEN/01/M/2023-24	CLOSING DATE:	03 August 2023	CLOSING TIME:	12:00
DESCRIPTION	REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

AT (STREET ADDRESS)
**262 D'Aintree Avenue
 Asherville
 4015**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER			NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS(TCS) PIN	TCS PIN:		AND CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<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:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
---	--	--	--

SIGNATURE OF BIDDER	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	Thekwini TVET College	CONTACT PERSON	Tenjiwe Gqoloda
CONTACT PERSON		TELEPHONE NUMBER	031 250 8400
TELEPHONE NUMBER	031 250 8400	FACSIMILE NUMBER	031 250 8414
FACSIMILE NUMBER	031 250 8414	E-MAIL ADDRESS	Gqolodat@thekwini.edu.za
E-MAIL ADDRESS			

**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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.6	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.7	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.
2.8	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.
2.9	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.10	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SERVICE PROVIDERS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.11	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 ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX CLEARANCE CERTIFICATE / TAX CLEARANCE 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.

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No. THEKWINI/GEN/01/M/2023-24: REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS FOR A PERIOD OF 24 MONTHS IN THEKWINI TVET COLLEGE

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices carried forward from the Summary of the Bill of Quantities is:

R..... (in figures)

Amount in words

.....

Name and Surname: Date: <i>(of person authorised to sign the tender)</i>	Signature:
Name of Witness: Date:	Signature of Witness:
<i>Failure of a Bidder to sign this form will invalidate the bid</i>	
Address of Organisation (Enterprise):	
Telephone No. Fax No.	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

[Failure of a Tenderer to sign this form will invalidate the Tender]

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

PRICING SCHEDULE

"a) The diesel price must be based on the local service station pump rates as per the Department of Mineral Resources and Energy (DMRE).

The Bidder may charge Thekwini TVET only as per DMRE diesel fuel cost for the month diesel was request, in case the diesel pump price goes up or down the bidder must adjust the cost for diesel accordingly during invoicing.

b) All bidders must use R25.56 per litre of diesel for evaluation purpose.

c) The Bidder must note 15 000 litres is only for evaluation purposes.

d) The quantities in the pricing schedule is to ensure a competitive bidding process and may vary dependant on Thekwini TVET College requirements. Orders will be placed on an as and when basis.

e) The combined diesel in litres to all Thekwini TVET College sites are approximately 5000 litres. Note that this amount will not be required monthly, diesel requests will be placed on an as and when basis only.

f) Load shedding and Municipal power failures are unpredictable this may increase or decrease diesel requirements. "

DESCRIPTION	QUANTITY	RATE	TOTAL AMOUNT
Delivery and replenishment of 50ppm Diesel	15 000	R_____	
All Inclusive Service Fee (Example Call out fee, Labour, Transport, ect)	15 000	R_____	
Sub-Total			
VAT @ 15%			
TOTAL AMOUNT			

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

DMRE CERTIFICATE

Failure to Complete the Bank Rating Sheet **will** invalidate Your Tender

Bidders must attach the Department of Mineral Resources and Energy (DMRE) Certificate

Thekwini TVET College
Replenishment of Diesel to Thekwini TVET College Generators

Bid Number:

THEKWINI/GEN/01/M/2023-24

GENERAL CONDITIONS OF CONTRACT

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REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
 - 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 consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

- 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 tendering 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 goods covered by the tender will be manufactured.
- 1.17 “Local content” means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of Thekwini TVET College.
- 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 “College” shall mean the Thekwini TVET College.
- 1.20 “College Manager” Or ‘Manager” shall mean the College Manager of Thekwini TVET College.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “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.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

2. **Application**

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders 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 indicated in the tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender are usually published in locally distributed news media and on the College/College entity website.

4. **Standards**

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

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

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

6. **Patent Rights**

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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

6.2 When a supplier developed documentation / projects for the College/ College entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the College/ College entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer 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 located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering 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.

8. Inspections, tests and analyses

8.1 All pre-tendering testing will be for the account of the tenderer.

8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tendering 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, 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 supplier 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 supplier 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 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.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

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, 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.
- 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 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, 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.
- 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.

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 tender, with the exception of any price adjustments authorized or in the purchaser's request for tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. 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 contract if not already specified in the tender. Such notification, in the original tender 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 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 goods are required, or the supplier's services are not readily available.

21.4 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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of tender, 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

- 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.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 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

REPLENISHMENT OF DIESEL TO THEKWINI TVET COLLEGE GENERATORS

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a tender 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 tender 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 tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose College rates and taxes and College services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

- 34.1 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.

35. Prohibition of restrictive practices

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

BIDDER: DATE: