



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



GERT SIBANDE TVET COLLEGE

REQUEST FOR PROPOSALS (RFP) FOR

PROVISION OF SECURITY SERVICES - THREE 3 YEAR CONTRACT TENDER NO: SEC/CO001/10/2025

Prospective Suppliers who are interested in participating in afore-mentioned tender are invited to submit their proposal in full compliance to the requirement of this tender document. The completed, tightly bound (no loose papers will be accepted) document with all attachments must, be signed, and submitted in a clearly labelled sealed envelope together with (1) USB memory stick device and deposited in the tender box at the following address.

Gert Sibande TVET College Central Office 18A Dr Beyers Naude Street Standerton Mpumalanga

Tender number	
Date issued	29 October 2025
Compulsory Information Session	05 November 2025 Time: 09h00 AM Gert Sibande TVET College, Standerton Campus, 2 Kruger Street, 2430 Standerton Mpumalanga
Tender closing date	20 November 2025 Time: 11 h00 AM Gert Sibande TVET College, Central Office 18A Dr Beyers Naude Street, Standerton Mpumalanga

Company Name		
Address		
Contact person	Mr/Mrs/Ms/Dr/Prof.	
Contact numbers	(w)	(cell)
Email address		

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1. INTRODUCTION

1.1 OVERVIEW

1.1.1 WHO/ WHAT GERT SIBANDE TVET COLLEGE is?

GERT SIBANDE TVET COLLEGE is “Where Quality Meets Potential in Creating Your Tomorrow Today”. This College was established in 2002 as a result of the merging of the technical colleges of Ermelo, Evander and Standerton. It has since expanded and has six campuses in the towns of Balfour; Ermelo; Evander; Glenmore; Perdekop and Standerton. The College currently offers both National Certificate Vocational (NCV) and NATED programs, with the different campuses offering a different mix of programs. GERT SIBANDE TVET COLLEGE also has a Skills Academy and a Centre for Entrepreneurship Rapid Incubator and through all this, the College Strives to be a leading college brand in South Africa.

1.1.2 WHAT DOES GERT SIBANDE TVET COLLEGE AIMS TO DO?

GERT SIBANDE TVET COLLEGE intends to significantly reduce the Total Costs, while maintaining or improving the quality of the service. GERT SIBANDE TVET COLLEGE will pursue its goal through consolidating the volume of goods and services procured by the HE sector.

1.1.3 WHAT IS GERT SIBANDE TVET LOOKING FOR?

This initiative is intended to identify suppliers of the goods and services/products (“Suppliers”) that can best service GERT SIBANDE TVET COLLEGE’s requirements for the goods and services. Through this process GERT SIBANDE TVET COLLEGE wishes to establish a new level of cost transparency with its Suppliers in order to facilitate long-term cost control. Invoice price is critically important to us and this, together with the Suppliers commitment to cost transparency, will form the initial screening process. Determination of Suppliers continuing in the procurement process after this initial screening will include consideration of the following factors:

- a) Transparency of goods and service cost;
- b) Minimization and reduction of “Total Costs” (as that term is defined in section 1.3.3 below);
- c) Capability of Suppliers in meeting GERT SIBANDE TVET COLLEGE’s requirements;
- d) Suppliers’ commitment to GERT SIBANDE TVET COLLEGE’s needs; and
- e) Black Economic Empowerment

1.1.4 SUMMARY OF KEY MATTERS FOR CONSIDERATION BY POTENTIAL SUPPLIERS

Key matters for consideration by Suppliers include:

- a) This process will afford Suppliers the opportunity to acquire and /or increase their level of business with GERT SIBANDE TVET COLLEGE;
- b) Senior Management in GERT SIBANDE TVET COLLEGE are directing this assessment;
- c) A cross-functional team has been formed to facilitate this assessment and is empowered to make decisions in the best interests of GERT SIBANDE TVET COLLEGE;

- d) GERT SIBANDE TVET COLLEGE is prepared to significantly alter current purchasing patterns of the goods and services in order to take advantage of opportunities and achieve benefits for the whole Membership;
- e) Time is limited in the final Suppliers selection process;

GERT SIBANDE TVET COLLEGE's objective is to reduce costs initially and then to achieve further on-going reductions in Total Costs. GERT SIBANDE TVET COLLEGE is expecting to identify Suppliers that can meet its need at an extremely competitive cost;

- f) The evaluation of potential Suppliers will also include important non-cost considerations, such as quality, service, implementation ability and other factors;
- g) This sourcing program must not disadvantage any operation at any site operated or managed by that relevant Member; and
- h) Prospective Suppliers' are requested to submit their best price at this time, as only competitive Suppliers will be invited for further discussions.

1.2 PURPOSE AND OBJECTIVE OF THE RFP

1.2.1 PURPOSE

The purpose of this RFP is to collect cost of goods and services, pricing and general information on your business as part of our program to determine the Supplier or Suppliers most capable of supplying the goods and services to GERT SIBANDE TVET COLLEGE. GERT SIBANDE TVET COLLEGE's objective is to identify opportunities to significantly reduce purchase costs and to improve the value added from all Suppliers of the goods and services.

1.2.2 HOW AGREEMENT IS TO BE FORMED

Responses to this RFP will form the basis for any agreements reached and such responses will represent a firm offer by the Supplier to agree to supply the goods and services to GERT SIBANDE TVET COLLEGE as detailed in the pricing table proposed (see Appendix B1).

1.3 EVALUATION CRITERIA

1.3.1 OBJECTIVE

GERT SIBANDE TVET COLLEGE's objective is to procure goods and services at competitive prices, acceptable quality and on-time delivery.

1.3.2 INVOICE PRICE

Prices provided by Suppliers and transparency in the underlying costs will be the initial basis for evaluating Supplier's responses.

Suppliers which are assessed favorably at this first test will then be further assessed by reference to the matters set out in the remainder of this section below.

1.3.3 TOTAL COST

"Total Costs" will be an important parameter for Supplier assessment. "Total Costs" is defined as follows:

“Total Costs” means the sum of all direct and indirect costs associated with the purchase of the goods and services incurred by the college, including but not limited to the invoice price, goods and services life, service maintenance costs, distribution costs, transaction costs, inventory costs, purchasing administration costs and other costs incurred with the use of the goods and services provided by the Supplier.”

Suppliers can reduce Total Costs through one or more of the following approaches:

- a) Lowering prices for the goods and services;
- b) Lowering logistic costs;
- c) Increasing value from service and support; and/or
- d) Offering superior goods and services performance.

Suppliers are expected to provide highly competitive pricing - pricing reserved for their largest and most important account - both at the outset of the relationship and on an on-going basis. GERT SIBANDE TVET COLLEGE expects to work with Supplier(s) to continuously identify opportunities to reduce Total Costs.

1.3.4 COST TRANSPARENCY

GERT SIBANDE TVET COLLEGE desires to achieve clarity on the costs of all aspects of the supply of the goods and services. The details requested in this RFP are intended to deliver the required level of transparency. Any gaps in Supplier responses will be interpreted as an unwillingness to participate with GERT SIBANDE TVET COLLEGE in the desired relationship and will seriously disadvantage the Supplier.

1.3.5 SUPPLIER CAPABILITY

GERT SIBANDE TVET COLLEGE will make an assessment of Supplier capability on the basis of GERT SIBANDE TVET COLLEGE's experience and information provided by Suppliers in response to this RFP.

1.3.6 ADDITIONAL INITIATIVES

Suppliers are encouraged to be creative and develop suggestions to enhance Supplier relationships, quality, and service levels that will be cost effective for GERT SIBANDE TVET COLLEGE. These suggestions may lead GERT SIBANDE TVET COLLEGE to promote options for new goods and services to the Members.

1.3.7 EMPOWERMENT

GERT SIBANDE TVET COLLEGE is serious in its commitment to the previously disadvantaged groups and will expect selected Suppliers to demonstrate that they share that commitment. Accordingly, a BBBEE Certificate in terms of the Codes of Good Practice issued by an accredited rating agency must be submitted.

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

2.1

PROPOSAL TERMS

GERT SIBANDE TVET COLLEGE is inviting your company to submit a Proposal for the supply of the goods and/ or services.

GERT SIBANDE TVET COLLEGE intends to move quickly to award business; hence Suppliers are encouraged to provide their best offer under the Proposal.

2.1.1 ACCEPTANCE OF PROPOSAL AT GERT SIBANDE TVET COLLEGE'S DISCRETION

GERT SIBANDE TVET COLLEGE reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Proposal as it sees fit. Nothing stated in this RFP (whether express or implied) binds or obligates GERT SIBANDE TVET COLLEGE, or any other member of GERT SIBANDE TVET COLLEGE to accept the lowest of any price contained in a Proposal or to accept any Proposal. Suppliers or their representatives can expect to discuss the details of their Proposal during the evaluation process. GERT SIBANDE TVET COLLEGE reserves the right to negotiate specific terms with the preferred Suppliers prior to the award of a final contract (if any).

2.1.2 CONFORMANCE

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

2.1.3 COVERAGE

While GERT SIBANDE TVET COLLEGE does not require Suppliers to tender on all aspects of this RFP, the broader the range of goods and/ or services quoted on, the greater Supplier's chance of success.

2.1.4 REQUIREMENTS FOR ADDITIONAL INFORMATION

GERT SIBANDE TVET COLLEGE may require a Supplier to provide additional information to allow further consideration of the Supplier's Proposal.

2.1.5 COSTS

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

2.1.6 SUBMISSION VALIDITY

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

2.1.7 SUPPLIER'S ACCEPTANCE OF TERMS & CONDITIONS

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

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

2.2 PRICING TRANSPARENCY

Not applicable.

2.3 MONTHLY SALES REPORT

Not applicable.

2.4 SERVICE FEE

Not applicable.

2.5 GERT SIBANDE TVET COLLEGE REPRESENTATIVE

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

For the purpose of the RFP, the GERT SIBANDE TVET COLLEGE representative is:

Contact Person	
Name & Surname	Ayanda Nzima
Telephone number	017 712 9040 or 078 317 8713
E-mail address	scm@gscollege.edu.za security.ad@gscollege.edu.za

2.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be directed to the GERT SIBANDE TVET COLLEGE Representative by email. Questions must not be submitted by telephone. GERT SIBANDE TVET COLLEGE will accept written questions regarding this RFP up to 18 November 2025 at 11h00.

Answers to all questions will be attached the college tender website.

All questions must include:

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

RFP Schedule of Dates

Date	Action
....29/10/2025	RFP released to potential Suppliers
....05/11/2025	Information Session
....20/11/2025	Submission of Proposal by 11h00
To be communicated	Proposed Contract Implementation and SLA Meeting

2.7 RFP FORMAT

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

2.8 DELIVERY INSTRUCTIONS

All Suppliers **MUST** submit their responses in the following format:

- ***One signed hard copy (tightly bound in together, no loose papers and/or materials) in a sealed envelope together with one (1) USB memory stick devices, containing the appendixes in the following order:***

Appendix Number	Description of Appendix	Requirement
Appendix A	RFP Document	Each page of the RFP document to be initialised by a delegated representative
Appendix B and B1	Technical Specifications And Pricing	The duly authorised representative must initial each page and the declaration signed in full. In addition, suppliers may include all the specification information .e.g. specification on the type of material, colour of material etc.
Appendix C	Proof of Bank Account	Letter Confirming Bank Account
Appendix D	Company Registration Documents	Provide Company registration documents
Appendix E	Tax Compliance Status Pin	Valid Tax Compliance Status Pin (must be valid on tender closing).

Appendix F	BBBEE Certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Sworn Affidavit
Appendix G	Board Resolution	Provide the Board resolution if not Sole Proprietor
Appendix H	Declaration Of Interest	Complete Point 9 of this tender document
Appendix I	Service Provider SLA	Compile and Provide the Standard Service Level Agreement between bidder and the College
Appendix J	Registration On National Treasury	Provide a copy of your unique supplier number (MAAA....).
Appendix K	Registration licences/registered bodies	Provide Proof of Certification & Accreditation (PSIRA etc)
Appendix L	COIDA	Provide valid Proof of Letter of Good Standing Required
Appendix M	Public Liability Cover	Provide Reputable Public Insurance Underwriter proof/ Proof of insurance
Appendix N	Full CSD Report	Provide a complete CSD report that is fully compliant
Appendix O	SBD Forms	Completed SBD Forms attached (SBD 1, 4, 6.1, 8, and 9)

The response deadline is **20 NOVEMBER 2025 at 11h00 am**. Only responses to this RFP received by due date andtime will be considered. No exceptions will be considered.

2.9 ADDITIONAL SUPPLIER INFORMATION

GERT SIBANDE TVET COLLEGE may request additional data, discussions or presentations in support of responses to this RFP. Additionally, GERT SIBANDE TVET COLLEGE may conduct a survey of any Supplier under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Supplier.

2.10 ACKNOWLEDGMENTS AND DISCLAIMERS

2.10.1 NON-BINDING

This RFP and any Proposals are not legally binding on GERT SIBANDE COLLEGE.

None of GERT SIBANDE TVET COLLEGE, nor any person purporting to act on behalf of GERT SIBANDE TVET COLLEGE, or any other Member of GERT SIBANDE TVET COLLEGE makes any representations or provide any undertakings to Suppliers other than to invite Suppliers to submit Proposals. GERT SIBANDE TVET COLLEGE intends to use the RFP/Proposal framework as the basis for negotiations with Suppliers. GERT SIBANDE TVET COLLEGE reserves the right to alter that framework at its discretion at any point prior to or during the RFP/Proposal process.

2.10.2 ACCURACY OF INFORMATION

GERT SIBANDE TVET COLLEGE has endeavored to provide correct information in this RFP. However, the onus is on Suppliers to satisfy themselves as to the accuracy, completeness and sufficiency of any information provided to them by GERT SIBANDE TVET COLLEGE, or any person purporting to act on behalf of GERT SIBANDE TVET COLLEGE.

2.10.3 NEGOTIATIONS

On receipt of Proposals from Suppliers, GERT SIBANDE TVET COLLEGE proposes to evaluate those responses based on the requirements of the GERT SIBANDE TVET COLLEGE requirements. Negotiations will be conducted with a reduced number of selected Suppliers, which may lead to one or more contracts for the supply of part or all of the goods and/or services.

GERT SIBANDE TVET COLLEGE reserves the right to vary, at its sole discretion, this negotiation plan at any time and does not make any undertakings in relation to entering into any contracts for the supply of goods and services.

2.10.4 GERT SIBANDE TVET COLLEGE'S USE OF INFORMATION

In lodging a Proposal, a Supplier will be deemed to have granted GERT SIBANDE TVET COLLEGE a non-exclusive right to use any information in the Proposal as GERT SIBANDE TVET COLLEGE sees fit, including, without limitation, for operations purposes and future discussions with Suppliers. GERT SIBANDE TVET COLLEGE will also acquire a non-exclusive right to use any processes, sketches, calculations, drawings, computer programs or other data or information submitted with, or included in, a Proposal.

Each Supplier which submits a Proposal agrees to indemnify GERT SIBANDE TVET COLLEGE, and every other Member of GERT SIBANDE TVET COLLEGE against third party claims arising out of any use of any proprietary information submitted with, or included in, the Proposal by GERT SIBANDE TVET COLLEGE, and its or their respective directors, officers, agents, employees, advisers or consultants.

2.10.5 INFORMATION PROVIDED BY GERT SIBANDE TVET COLLEGE.

Copyright in this RFP is reserved exclusively to GERT SIBANDE TVET COLLEGE.

Any information which GERT SIBANDE TVET COLLEGE provides in this RFP or otherwise ("Information") is provided in confidence and for use solely by the Supplier in the preparation of its Proposal. The Supplier must not disclose it to any third party without GERT SIBANDE TVET COLLEGE's prior approval in writing. Any further information that GERT SIBANDE TVET COLLEGE provides to the Supplier from time to time will be made available on the same terms and conditions as apply under this RFP.



2.10.6 SUPPLIER'S ACKNOWLEDGMENTS

In submitting a Proposal, the Supplier acknowledges and agrees that:

- a) The Information has been independently verified and GERT SIBANDE TVET COLLEGE, all other Members of GERT SIBANDE TVET COLLEGE and its and their respective directors, officers, advisers, employees and agents, are not under any liability, whether arising from negligence or otherwise, for any representation contained in it or any omission from it or for any error, inaccuracy, incompleteness or other defect in the Information it contains.
- b) This Proposal contains representations and other statements concerning requirements for the supply of the goods and services. No representation, statement or warranty, express or implied, is made by GERT SIBANDE TVET COLLEGE, any other Member of or its and their respective directors, officers, advisers, employees or agents that any statement, estimate or evaluation contained in it will prove correct. The Supplier relies solely on its own investigations and inquiries in respect of GERT SIBANDE TVET COLLEGE's requirements for the goods and services and the accuracy of the Information.
- c) Without limitation to the above, none of GERT SIBANDE TVET COLLEGE or any other Member of GERT SIBANDE TVET COLLEGE, nor any person purporting to act on behalf of GERT SIBANDE TVET COLLEGE, or any other Member of the GERT SIBANDE TVET COLLEGE, will be liable in any way for any losses or liabilities incurred by a Supplier or any other person (including, without limitation, damages, costs, loss of profits or consequential or indirect losses) arising from any cause whatsoever including, without limitation, any error, inaccuracy, incompleteness or other defect in the Information.
- d) The Supplier also acknowledges that GERT SIBANDE TVET COLLEGE, without liability or recourse, may at any time without notice:
- e) Enter into and conclude negotiations with any other Supplier for the supply of part or all of PURCO SA's requirements of the goods and services;
- f) Terminate the RFP/Proposal process in respect of any or all of GERT SIBANDE TVET COLLEGE's requirements;
- g) Terminate discussions or negotiations with the Supplier or otherwise terminate the Supplier's further participation in the RFP/Proposal process;
- h) Reject any Proposal submitted by the Supplier; and/or
- i) Depart from or modify the proposed framework and/or any other procedures in relation to the RFP/Proposal process.
- j) If the Supplier decides not to submit a Proposal, or at any time discontinues for any reason (including as a result of any action of GERT SIBANDE TVET COLLEGE) its participation in this RFP process or subsequent discussions or negotiations, the Supplier must promptly return this RFP (and destroy any copies which it has made) to GERT SIBANDE TVET COLLEGE together with any other documents or other material relating to the service procurement that contains, embodies or might reveal Information.

2.10.7 PUBLIC ANNOUNCEMENTS

Neither the potential Supplier nor GERT SIBANDE TVET COLLEGE will make any public announcements or disclosures as to the RFP, any Proposal or the RFP process or otherwise in relation to the subject matter of any potential contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement). In this regard, no media release or public announcement will be made in relation to any resulting contract, should such be executed, without the written approval of both parties as to the wording of such release and the manner or publication of such release.

3. SUPPLIER CAPABILITY

3.1 SECURITY OF SUPPLY

The goods and services are critical to the on-going operations and therefore security of supply is a major requirement for GERT SIBANDE TVET COLLEGE.

4. PROPOSED PRICING

4.1 INTRODUCTION

While GERT SIBANDE TVET COLLEGE require Suppliers to tender on the full range of goods and services or for all sites included in this RFP, the broader the range of goods and services quoted on, the higher a Supplier's chance of success. Please be aware that this RFP provides all participants the opportunity to increase current business and/or acquire new business with GERT SIBANDE TVET COLLEGE.

GERT SIBANDE TVET COLLEGE expects Suppliers to respond fully to the requested level of detail. This detail will contribute towards the transparent cost structure being pursued by GERT SIBANDE.

4.2 PRICING TABLE – INSTRUCTIONS – PRICE AS PER DESIRED LAYOUT

The responses must remain in the format outlined in the instructions of Appendix B, which contain the technical and pricing information.

Please note that all the prices reflected in Appendix B1 shall be:

- a) Inclusive of Value Added Tax (which shall be payable by the Member subject to the receipt of a VAT invoice); and
- b) Inclusive of all associated costs and taxes, including insurance, charges for packaging, shipping, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licenses and other related charges payable in respect of the service from time to time.

4.3 PRICING TABLE, SPECIFICATION AND ESTIMATED VOLUME/ QUANTITY

GERT SIBANDE TVET COLLEGE has included specification and estimated volumes/quantity (Appendix B) as a guideline to assist suppliers in pricing. Separate detailed pricing schedule and/ or bill of quantities may be attached. The volume is an estimate and should not be interpreted as a guarantee in any way.

4.4 DOUBLE COUNTING

In order to assess your prices fairly (and prevent "double counting") do not include costs which are

explicitly asked for in other columns or spread sheets.



5. PRICING

Tenderers are required to submit a price proposal as stipulated in the Appendix B1.

5.1 PAYMENT TERMS

Payment terms are within 30 days from date of statement. If we were to alter payment times, what discount on invoice prices would the Supplier offer on the entire spend? Please respond in the table below.

Time until Payment	% Discount
7 days from statement receipt	
14 days from statement receipt	
30 days from statement receipt	
Other	

5.2 CONTRACT LENGTH

Supply and delivery: Three-year Contract period.

GERT SIBANDE TVET COLLEGE requires a **full-risk contract** arrangement. Application for a price increase will only be considered if submitted with written proof that it is due to circumstances beyond the control of the supplier.

6. REQUIRED PROPOSAL LAYOUT

In order to facilitate a structured evaluation of the submissions resulting from this RFP, GERT SIBANDE TVET COLLEGE requires each supplier to conform to a specific proposal layout. Deviation from this required document structure may result in disqualification.

6.1 GENERAL NOTES:

- A cover page per Appendix is included in this document and Supplier must ensure that these cover pages are used in their submissions.
- Each Appendix cover will contain a list of the required information and / or documents that need to be included in that section. The list has a check box for the supplier to indicate that the information requested has been included.
- Each Appendix cover page is to be signed by the duly authorized representative of the Supplier.

7. TECHNICAL SPECIFICATION

GERT SIBANDE TVET COLLEGE has included specification and estimate volumes / quantity (**Appendix B and B1**) to assist suppliers in pricing. Refer to Appendix B and B1 for instructions.

8. EVALUATION PROCESS

8.1 AIM OF EVALUATION

To ensure that all proposals received are afforded the opportunity to compete equally and enable GERT SIBANDE TVET COLLEGE a chance to evaluate the tender received in fair and unbiased manner, as per pre – described process of evaluating proposals.

8.2 EVALUATION CRITERIA

The evaluation criteria as set out hereunder will assist GERT SIBANDE COLLEGE to ensure conformity to all tender requirements. GERT SIBANDE TVET COLLEGE evaluation team shall use the evaluation criteria, weights, applicable values and / or minimum qualifying score for functionality as indicated in the tender document. The evaluation criteria can be discussed and clarified with all attendees at the compulsory information session, where applicable, as an aid to prepare for such evaluation.

The set evaluation criteria shall be used as a guideline, but not limited to the following process:

8.2.1 PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT

The Pre-qualification/Mandatory Information Requirement phase validates the tenderers' compliance to the legal requirements to conduct business in SA, as well as to specific industry requirement for the supply of goods and services where applicable.

Please see table below for the list of mandatory requirements and tick yes if documentation is submitted and no if not submitted.

Appendix Number	Description of Appendix	Requirement	Circle yes if submitted	
			Yes	No
Appendix A	RFP Document	Each page of the RFP document to be initialled by a delegated representative	Yes	No
Appendix B and B1	Technical Specifications And Pricing	Attach your pricing schedule as per specifications	Yes	No
Appendix C	Proof of Bank Account	Letter confirming bank account	Yes	No
Appendix D	Company Registration Documents	Company registration documents	Yes	No
Appendix E	Tax Compliance Status Pin	Provide Valid Tax Compliance Status Pin (must be valid on tender closing).	Yes	No
Appendix F	BBBEE Certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Sworn Affidavit	Yes	No
Appendix G	Board Resolution	Provide the Board resolution to tender	Yes	No
Appendix H	Declaration Of Interest	Complete Point 9 of this tender document	Yes	No
Appendix I	Service Provider SLA	Compile and Provide the Standard Service Level Agreement between bidder and the College	Yes	No
Appendix J	Registration On National Treasury	Provide a copy of your unique supplier number (MAAA....).	Yes	No
Appendix K	Registration licences/registered bodies	Provide Proof of Certification & Accreditation (PSIRA etc)	Yes	No
Appendix L	COIDA	Valid Proof of Letter of Good Standing Required	Yes	No
Appendix M	Public Liability Cover	Provide Confirmation Letter	Yes	No
Appendix N	Full CSD Report	Provide a complete CSD report that is fully compliant	Yes	No
Appendix O	SBD Forms	Completed SBD Forms attached (SBD 1, 4, 6.1, 8, and 9)	Yes	No

NB: No points will be allocated to this phase; however, tenders that do not meet the pre-qualification requirements may not advance to the next phase of the evaluation process.

8.2.2 STAGE 1: EVALUATION OF FUNCTIONALITY AND TECHNICAL RESPONSIVENESS

The evaluation criterion for functionality aims to assess the capability of the tenderer to execute and maintain a tender and/ or contract. Tenderers need to obtain a minimum percentage score of **75%** and above in order to progress to the next stage of evaluation.

ORGANISATIONAL AND OPERATIONAL REQUIREMENTS	Point breakdown		%	scoring
A signed Company Structure or Organogram on company letterhead	1		1	
Company Valid PSIRA Certificate	3		3	
Proof of registration with the PSSPF	5		5	
Central Supplier Database (Validity: within 30days before closing date)	5		5	
Public Liability Insurance (R 3000 000.00 Or Above)	5		5	
Psira Letter of Good Standing	5		5	
COIDA Letter of Good Standing	5		5	
Medical insurance (proof)	5		5	
Company Office within the area tendered for, for responsiveness in case of emergencies (title deed/PTO/ Lease agreement) Must be SAPS Certified and Due diligence may-be conducted.	10		10	
At Least 1 CV's for Grade B security Guards (1 SAPS Certified Psira Certificates, IDs and Qualifications) With at least 4 years' experience within a similar field and 3 contactable references	4		4	
At Least 12 CV's for Grade C Security Guards (12 SAPS Certified Psira certificates, Certified IDs and Qualifications) With at least 4 years' experience within a similar field and 3 contactable references.	2 cv =1	6	12	
	2 Psira=1	6		
Proof of Company's experience on similar work done (Previous contracts/ Purchase Orders)	1-2 yrs	1	9	
	3 +yrs	2		
	4 +yrs	3		
Customer Satisfaction Survey (at least three reference letters with contactable Tel/Cell number)	1 yr	1	9	
	2 yrs	2		
	3 yrs	3		
Attach List of all PPE to be issued	1		1	
Police Clearance for Security Guard(s) must be attached to CV (name must correspond) only SAPS Clearance will be accepted	2 CV = 1pnt (6)		6	
Police Clearance for the Director (s) (only saps clearance	5		5	
At least one branded patrol vehicle (SAPS certified proof of registration in the name of the Company)	5		5	
Commitment statement that supplier is issuing uniform with insignia as per PSIRA requirements (Statement should be on company letterhead)	1		1	
Company recruitment Strategy/ Policy/ Plan (criminal screening, Evaluation of CV's, interviews and medical fitness)	4		4	

8.2.3 STEP 2: FUNCTIONALITY TABLE

A tenderer shall proceed to the next stage of evaluation if a percentage score of 75% is obtained. Tenderers that fail to achieve the minimum qualifying percentage score for functionality (75%) will not proceed to the next stage of evaluation.

8.3 STAGE 2: PRICE AND SPECIAL GOALS

Only tenders that achieve the minimum stipulated threshold for functionality of 75% will be evaluated further in accordance with the 80/20 preference point systems. The 80 points will be allocated for price whilst, 20 points will be allocated for Special Goals both totaling 100 points.

The formula below will be used in calculating points scored for the Preference points system

8.3.1 STEP 1: CALCULATION OF POINTS FOR PRICE

The first step under price and Special Goals is to calculate the price points for tenderers who progressed to this stage of evaluation as per formula below.

$$P_s = 80 \times \frac{P_t - P_{min}}{P_{min}}$$

Where

P_s = Points scored for comparative price of tender under consideration.

P_t = Comparative price of tender under consideration.

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

8.3.2 STEP 2: SPECIAL GOALS

The second step under price and Special Goals is to calculate Special Goals points for tenderers who progressed to this stage of evaluation as per below Special Goals indicators.

Note: The tenderer must indicate how they claim points for each preference point system

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) to be completed by the organ of state	Number of points allocated (80/20 system) to be completed by the organ of state	Number of points Claimed (90/10 system) to be completed by the organ of state	Number of points claimed (80/20 system) to be completed by the organ of state
Enterprise 51% owned by Black people		4		
Enterprise 51% owned by women		4		
Enterprise 51% owned by youth		4		
Enterprise within the classification of SMME's, QSE or EME		4		
Enterprise 51% owned by Disabled persons		4		
TOTAL		20		

8.3.3 STEP 3: FINAL SCORE

The points scored for price (step 1) will be added together with the points scored for SPECIAL GOALS (step 2) to obtain the tenders total points.

Gert Sibande TVET College and/ or Member/s may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's proposal. This information will be requested in writing;

Gert Sibande TVET College and/ or Members may conduct a due diligence on any Tenderer, which may include interviewing customer references or other activities to verify a Tenderer's or other information and capabilities (including visiting the Tenderer's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Tenderers will be obliged to provide Gert Sibande TVET College and/ or Member/s with all necessary access, assistance and/or information which Gert Sibande TVET and/ or Member/s may reasonably request and to respond within the given time frame set by Gert Sibande TVET College.

Gert Sibande TVET College and/ or Member/s will evaluate the Tenders with reference to Gert Sibande TVET College's set and approved evaluation criteria as indicated in the tender document.

9. DECLARATION OF INTEREST

I, the undersigned

From (Name of Supplier)

- a) Declare that I have studied the contents of this document and, that the organisation I represent agrees to the terms and condition of this RFP without any exceptions and, is prepared to carry out the services according to the specifications and to the satisfaction of Gert Sibande TVET College.
- b) Has the authorization to sign tender documents on behalf of my company. Attached a Director's resolution or proxy, authorizing me to sign this document on behalf of the company.
- c) Declare that the company has the financial ability to meet its obligations in respect of this RFP and that it is in a sound position to meet its overall financial commitments.
- d) State that the information submitted is true and correct.
- e) Certify that as far as I/we know no member of our company have any direct or indirect vested interest in Gert Sibande TVET College.

Signed at _____ on this _____ day of _____ 20_____

Signature and Capacity

Initials and Surname

GENERAL TERMS AND CONDITIONS OF THE TENDER

10. ESCALATION MECHANISM

10.1 Escalation of prices, the College is expecting no escalation for the contract period

10.2 Any escalation in prices will be considered only under exceptional circumstances and upon a detailed breakdown of the various cost components and the percentage each cost component contributes to the total selling price.

10.3 Gert Sibande TVET College reserves the right to accept price increases or to terminate the contract in part or in whole.

10.4 No price increase with retrospective effect shall be considered.

10.5 Any application for a price increase shall only become effective if approved by Gert Sibande TVET College provided that a minimum period of 30 (thirty) days from date of application is required before any price increase may become effective.

11. PRICE OFFER AND ADJUSTMENTS

11.1 Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of 36 months from the effective date of the contract-

11.2 Is the contract price firm for the duration of the contract period?

YES

NO

Please indicate the applicable block with ✓

11.3 If the reply to 11.2 is negative, on what grounds (with a breakdown of the various cost components and the percentage each cost component contributes to the total contract price) would price adjustments be requested?

Factors that contribute to any price escalation for locally manufactured goods

Cost Components	Weighting

11.4 Factors that contribute to any price escalation for imported goods

- a) Please state the Rate of Exchange at which your contracted price was based:

Please note: Should there be a price variance of more than 5% due to Rate of Exchange, then only will a price adjustment be considered.

- b) Frequency of Escalation: _____
- c) Any Statutory Related Price Adjustment _____
- d) Price Formulas: _____
- e) References to Indices: _____
- f) Gert Sibande TVET College reserves the right to audit evidence forwarded as motivation for price adjustments

12. TENDER FORM, IMPORTANT CONDITIONS & MISCELLANEOUS REQUIREMENT

12.1 I /We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Gert Sibande TVET College on the items and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

12.2 I/We agree that:

- a) The offer herein shall remain binding upon me/us and open for acceptance by Gert Sibande TVET College during the validity period indicated and calculated from the closing time of the tender;
- b) If I/we withdraw my/our tender within the period for which I/we have agreed that the tender should remain open for acceptance, or fail to fulfil the contract when called upon to do so, Gert Sibande TVET College may without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and GERT SIBANDE TVET COLLEGE and I/we will then pay to GERT SIBANDE TVET COLLEGE any additional expense incurred by GERT SIBANDE TVET COLLEGE having either to accept any less favorable tender or fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tender and by the subsequent acceptance of any less favorable tender, GERT SIBANDE TVET COLLEGE shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss GERT SIBANDE TVET COLLEGE may sustain by reason of my/our default;
- c) If my /our tender is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and the SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to the SA Post Office Ltd shall be treated as delivery to me/us;
- d) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic (full address).
- e) I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- f) I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principles (s) liable for the due fulfilment of this contract.
- g) I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

- h) I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or tender(s) involved.

Are you duly authorized to sign Appendix H: Acknowledgement of the tender?

***YES / NO**

Has the Declaration of Interest been duly completed and signed?

***YES / NO**

**Delete whichever is not applicable*

SIGNATURE (S) OF TENDER OR

Please complete the following in block letters

Capacity and particulars of the authority under which this tender is signed

.....

Name of Service Provider _____

Postal Address _____

Telephone number(s) (Toll free if applicable) _____

Facsimile number(s) _____

Email Address(s) _____

Tender Number _____

Name of contact person _____

13. ACKNOWLEDGEMENT OF TENDER

13.1 I/We _____ having examined the Request for Proposal Document and all other information available prior to the closing date, hereby offer to execute, complete and maintain the whole of the said works and to supply all the requisite goods and/ or services in conformity with the aforesaid documents.

13.2 Name of Service Provider: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Stamp: _____

Signature

Date

14. SUPPLIER DEVELOPMENT

The GERT SIBANDE TVET COLLEGE Membership actively supports Supplier Development and the Empowerment of suppliers that are locally based. The membership expects potential suppliers to buy into this initiative in order to assist developing previously disadvantaged communities. Tenderers are required to provide examples of what they have done for Supplier Development Initiatives. Suppliers should also propose a plan/program as to how they would engage Suppliers locally in attempt to support Supplier Development.

Supplier Development can be in the form of:

- Community development projects
- Skills development of local and previously disadvantaged communities
- Community training and development programs
- Mentorship, incubation and coaching programs

Responses to be attached to the Supplier Development Appendixes cover pages.

Request for Proposal:

APPENDIX A

RFP Document

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Each page must be initialled by a duly authorised representative and the declaration signed in full	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature

Request for Proposal:.....

APPENDIX B

Technical Specifications

Please see the attached Specifications,

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Each page must be initialled by a duly authorised representative and the declaration signed in full. In addition, the suppliers may include all the specification information. e.g. specifications on the type of material, colour of material etc.	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature

General Specifications:

Please note the following information below:

PROVISION OF A TOTAL SECURITY GUARDING SOLUTION TO GERT SIBANDE TVET COLLEGE**1. Obligations of Contractor**

The Contractor undertakes, but not limited to:

- Render a service of the highest possible standard and quality whilst striving to improve efficiency, reduce costs and meet the standards, service levels and criteria as required by the College and as specified in this Agreement. The Contractor shall to this end allow the College to undertake inspections and also to submit the services rendered to an independent audit if requested to do so by the College.
- Make available its time and service to the College to ensure the highest degree of skill, expertise, care and diligence is exercised in the performance of the service, and to provide competent, sufficient and suitable staff and supervisors in terms of this Agreement.
- The onus probandi shall vest with the Contractor in order to prove that services were rendered according to required standards
- Provide and maintain in good order, subject to exceptions provided for in this Agreement, all required uniforms, materials, equipment and vehicles to meet and carry out its obligations in terms of this Agreement.
- Undertakes to at all times keep an inventory list of all materials, equipment and/or furniture that were issued to him by the College.
- Ensure that where his staff makes use of the College's equipment, material or installations, they are fully trained to do so with safety.
- At all times comply with procedures and requirements regarding complaints and client liaison as stipulated in this Agreement.
- Comply with the general rules and regulations of any of the premises as applicable to employees, as amended from time to time, during the rendering of his contractual obligations in terms of this Agreement at such premises.
- Not to harm the College and/or his products, business, equipment, staff or clients in any way.

- Not to transgress any rules, codes, policy documents, procedures and safety standards of the College concerned, which are available on request and of which the Contractor must take notice.
- Not to disclose any information concerning the business of the College to any person or College.
- Not to violate the copyright on any of the material, information or programs of the College concerned.
- Not to remove any property of the College concerned, its employees, contractors or students from the premises of the College without the written consent of the College first being obtained.
- The Contractor shall ensure that the tendered number of and sufficient appropriately trained and PSIRA registered staff is at all times present to ensure that contractual obligations can be met.
- The Contractor shall ensure that when workers, guards, supervisors or group managers are absent, whether owing to leave, illness or any other reason, they are replaced by equally competent (trained) personnel for the duration of their absence.
- No guard shall vacate his position unless the replacement has reported for duty.
- The Contractor shall ensure that all workers are familiar with the College's emergency evacuation program and that the correct emergency procedures will be followed in the event of an emergency situation or when an exercise is held.
- Ensure that all of its employees and workers at the site are at all times familiar with and comply with the provisions of relevant laws and legislation
- The College maintains the right to appoint other service providers to perform specific services in the area of the Contractor's operations and it is expected from the Contractor to co-operate with the provision of these specific services.
- The Contractor shall perform the service without causing any interruption or disturbance to everyday client or student activities, including but not limited to the academic processes such as lectures, study, research, conducting practical classes or writing examinations.
- The Contractor shall inform the College in writing of every failure or foreseeable failure by the Contractor, which could result in a position where the Contractor is unable to fulfil its obligations in terms of this Agreement.
- The Contractor acts as independent Contractor and not as an agent or employee of the College and shall not incur any liability on behalf of the College or in any way pledge or purport the College's credit. The Contractor also has no authority to bind the College contractually and hereby indemnifies the College against any losses and/or damages resulting from such actions or applications.
- Where keys for access to buildings, offices, class rooms, etc. are given to the contractor, the necessary care and responsibility for their safekeeping must be observed. The Contractor must ensure that keys are not misused or used to allow access to buildings by unauthorised persons.

- The Contractor shall not sub-contract the Service or any part thereof to any third party without obtaining the written consent of the College, who in the exercise of its discretion, shall have regard to the extent to which such consent shall adversely affect the standard of the Service
- Designate in writing, a Manager in its employ who will liaise with the College's Head of Security, or his nominee, in respect of the service to be rendered by the Contractor. (The Manager so designated, shall, when acting within the scope and ambit of this agreement, have complete authority to represent the Contractor on all issues pertaining to this Agreement).
- Upon request from the College, perform surveys (either personally or through an independent agency) as may be required by the College to determine students, employees and customer's satisfaction and to make the results thereof available to the College.
- The Contractor shall submit weekly and monthly reports to the College.
- Ensure that all its personnel employed in the rendering of the Service are at all times whilst on duty neatly dressed, presentable and hygienic.
- Upon being requested to do so by the College, remove from the Site any employee who in the opinion of the College has deliberately or negligently conducted themselves in a manner which was or could be detrimental to the good name of the College, the maintenance of order and discipline at the College or the proper execution of the functions of the College.
- This clause should not be interpreted that the College has the right to demand or expect that the Contractor must discharge from its service any of the said employees. Nor should this clause replace any of the normal staff remedial/disciplinary actions such as counselling or disciplinary hearings that the Contractor would normally follow in the event of any of their employees making themselves guilty of any misdemeanour or conduct contrary to the Contractors Normal Code of Conduct for their employees, or other rules and regulations they deem fit to enforce.

2. Confidentiality

- The Contractor undertake to ensure that all data and information (including but not limited to any technical, commercial, scientific information, processes, designs, technical specifications, copyright and data in any form) in connection with or arising from this Agreement shall be kept confidential and agree not to disclose it to third parties and not to make use of such information other than for the performance of its obligations under this Agreement and to release such information to its employees on a "need-to-know" basis only, provided that such employees undertake to be bound by the confidentiality contained herein.
- The Contractor agrees to hold the Confidential Information in strict confidence and not to make use of such information other than in the performance of the obligations in terms of this Agreement and to release such information only to those employees who require the same for the rendering of the Service and then only provided that such employees undertake to be bound by the confidentiality contained therein.

- The Contractor agrees not to use the name of the College in publicity releases or advertising or for any other promotional purposes, without first obtaining the prior written consent of the College.
- The Contractor agrees that the provisions of this clause will be binding on him and his employees after the termination of this Agreement.

3. Obligations of the College

- For the purposes of the execution of this Agreement, where applicable and not in all circumstances, the College shall for the duration hereof, provide to the Contractor free of charge and subject to the provisions stipulated in this Agreement, existing facilities allocated to Security Services as deemed adequate by the College.
- Make available to the Contractor such information as may reasonably be required by the Contractor for the rendering of the specified Security Service.
- The Contractor will not be held liable to fulfil its obligations in terms of this contract if the College is responsible or partly responsible for the Contractor's failure to provide the services in accordance with the standards and provisions as specified. The Contractor shall inform the College in writing of every such failure or foreseeable failure by the College.

4. Discipline

- The Contractor shall be responsible to ensure that workers comply with the Company's disciplinary procedures, to apply the necessary steps and take action when it is required. In the instance where the College is accusing an employee of stealing or mismanagement of goods and/or money, such an employee must be suspended immediately and replacement labour provided, subject to a disciplinary hearing.
- If the employee refuses to be searched by the College, such employee may not return to the campus and must be replaced with immediate effect.

5. Replacement of Labour

- In the event of an employee not reporting for services the Contracts Manager shall arrange for replacement labour to take over duties within 1 hour.
- The Contractor shall provide suitable replacement labour in the event of an employee being on leave, sick leave, strike, meal brake or unable to perform his duties. The relief staff will be of a similar level, PSIRA registered and trained to deliver the required service, as the one being replaced.
- The College reserves the right to ask, within reason, for the replacement of any personnel of the Contractor.
- The Contractor will ensure adequate and suitable trained labour at all times to deliver the required service.
- No guard shall vacate his position unless another person or replacement arrives on site at the position.

The College requires that all aspects of the Service provided is regularly monitored against this Agreement, the specification therein, applicable legislation and accepted industry standards of good practice. To that end the Contractor shall be responsible for establishing and conducting quality-monitoring systems and procedures as agreed with the College to ensure this.

The College reserves the right to institute any of its own methods of monitoring, at any time, without first informing the Contractor.

6. Occurrence Book

The Contractor shall keep an Occurrence Book for the purpose of reporting all actions, incidents and matters related to Protection Services on the campus(es). Entries in the book shall include, but is not limited to the following:

- 6.1 Report on daily activities.
- 6.2 Activities and/or actions that require attention in order to prevent future problems or incidents.
- 6.3 Actions that require special attention.
- 6.4 Areas or incidents where the service was not performed to standard, reasons therefore and recommendations how similar problems will be avoided.

7. Enforcement of Standards

Notwithstanding any actions already instituted by the Contractor, in the event of a failure to perform or supply the required service, the following will apply:

- Firstly, the College's designated Contract Manager will inform the Contractor in writing that there has been a failure to meet requirements. The Contractor will be obliged to take forthwith such remedial action as is required by the College.
- In the event of the services provided continuing to be unsatisfactory, the College's designated Contract Manager shall inform the Contractor in writing of this non-compliance with requirements, and give him a period of 14 (FOURTEEN) days in which to rectify the situation.
- Should the required service not be provided in the stipulated time, the College reserves the right to terminate this Agreement with 1 (ONE) month's written notice, without prejudicing the College's rights to recoup the cost of alternative service provision from the Contractor.
- The College may, with a clearly communicated complaint, withhold within its discretion payment in respect of a particular service until the situation is adequately rectified.
- In the event of any dispute where a mutual Agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.

8. Risk and Responsibility

- The Contractor accepts full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of the College in danger.
- The Contractor undertakes to at all times vehemently discourage his staff from becoming involved in any way with any industrial action on the College's premises, whether these are initiated by the College's staff, students or any other person/s or by any other outside body.
- In the event of the Contractor's staff participating in any strikes, marches, riots or any other industrial actions, for whatsoever reason, the Contractor is responsible to control his staff and immediately restore order. If he is unable to restore order, then he must ensure that such staff that are participating in industrial action are removed from the College's premises forthwith. Any action/s to be taken to remove staff from the premises or restore order, as the case may be, must first be approved by the College's Contract Manager before being instituted.

- In the case of the Contractor's staff becoming involved in any strike, stay-away or other action, where no, or only partial service is rendered, and where the Contractor is as a result not responsible for remuneration (no work, no pay) of such personnel, the Contract price for the period concerned shall be adjusted accordingly and it is the responsibility of the Contractor to present revised invoices for payment at the end of the month in which the partial or no service, as the case may be, was rendered.
- The Contractor accepts responsibility for any losses, which occur during the process of rendering service when it can be established that the security guards were responsible. The College shall request their staff to ensure that items of value, cash, documents and personal items are securely locked away during service periods.

9. Change of Specifications And/or Conditions

- a) The College reserves the right, in consultation with the Contractor, to amend or add to these specifications and/or conditions as and when necessary depending on changing conditions and requirements.
- b) The College may request to amend or reduce the work force, or cancel the Agreement in the event where buildings, areas or part thereof are no longer in use, sold, reach end of lease, return to owner or landlord, taken over by another College or Institution (merge), etc. Refer to item 3.14.3 of this document.
- c) Changes to the conditions will not be binding unless mutually agreed upon, recorded in writing and duly signed by both parties. In the event of any dispute where a mutual agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.

10. Employees of The Contractor

10.1 Identification

Identification cards are the responsibility of the Contractor. It is furthermore his responsibility to ensure that all of his staff whilst on duty on the site display their identity cards on their persons at all times, in such a way as to be fully visible. The College reserves the right to require the Contractor to remove from site any staff failing to display their identification cards in the prescribed manner.

The Contractor shall provide the College with a personnel file for each officer containing identification, proof of registration with all the relevant regulatory bodies (PSIRA, UIF, Training, etc.).

10.2 Medical fitness

The College reserves the right to require that all of the Contractor's staff be certified fit for duty. Should such certification be required it shall be carried out by a medical practitioner, appointed by the Contractor if the College does not approve of the medical practitioner appointed by the Contractor.

10.3 Training

The College recognizes the need for and in fact encourages any training, both induction and during the course of employment, and expects to derive both benefit and value-for-money from all training undertaken by employees of the Contractor engaged in relation to this contract. However, the Contractor shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services.

10.4 Appointment

The College reserves the right to interview and approve or veto the appointment and deployment of all Shift Supervisory and Site Management staff to be provided by the Contractor in relation to this contract.

10.5 Uniforms

All of the Contractor's staff whilst on duty on the campus must wear the uniform (including any headgear and any protective clothing appropriate to their task or function) prescribed and provided by the Contractor. The Contractor shall supply all uniforms, which shall be of good quality and in a style approved by the College. All uniforms must bear the name and logo of the Contractor. Contractor uniforms may not in any way bear the name or logo of the College.

10.6 Relief Staff

It is the responsibility of the Contractor to provide all relief-staff required in the event of any labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave or absent from duty for any reason whatsoever. At all times that relief staff are to be deployed the College's Contract Manager must be given reasonable notice of this. The Contractor will bear all costs related to the provision of relief staff and ensure adequate and suitable trained staff of a similar level as the one/s being replaced, if not, the College reserves the right to appoint relief-staff from another service provider at the cost of the Contractor.

10.7 First Aid

The Contractor shall be responsible for the provision and replenishment of a first aid box in each security hut on each campus for the use of his staff. In conjunction with the College's Contract Manager the Contractor must ensure that the first aid boxes are under the control of a trained first aid provider. In any cases of emergency where an ambulance is required, the ambulance will be summoned in accordance with the laid down Standard Operating Procedures and approved Operating Rules.

11. Operating Rules

- 11.1 The Contractor shall at all times comply strictly with the College's rules, regulations, policies and procedures, applicable to the rendering of the Service, as set out in the Site Procedures Manual, Standing Operating Procedure, and other written instructions provided from time to time, all of which will be made available at a central Control Room on each site and must be regarded by the Contractor collectively as the "Operating Rules".
- 11.2 Where the documents listed in the above clause or this Agreement do not deal with a specific matter that should have been dealt with, the Parties shall negotiate in good faith with each other with a view to amending either the Agreement or the documents, in writing, so as to regulate that specific matter.

12. Complaints Register

A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points. The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most.

13. Working Hours

- Working hours shall be determined by the Head of Protection Services in consultation with the Contractor and may be adjusted from time to time in order to cater for the requirements of the College.
- Service is required 24 (twenty-four) hours per day and seven (7) days per week.
- Working conditions and/or –hours could be adjusted during special occasions such as open days, graduation ceremonies, functions, sports activities, etc.

14. SUPPORTING STRUCTURE AND MANAGEMENT MEETINGS

The Parties agree that frequent and regular liaison through formal and informal communication structures is essential for maintaining customer focus and clear and open lines of communication. It is also accepted that there should be communication between the Contractor, Contract Manager (College designated Person) and stakeholders from other departments. The Contractor will be expected to be pro-active in approaching these immediate stakeholders but must always do so through the Contract Manager.

15. LIAISON

15.1 Informal Liaison

- a) Informal liaison will take place as required by the Contract Manager or Contractor in order to deal with daily management and operational matters. Either the Contract Manager or Contractor may initiate these meetings.
- b) It is however inevitable that during the course of normal operations the Contractor's personnel (Supervisors and Workers) will come into contact with the College's staff. In these contact situations the Contractor's personnel must not execute any orders from anybody other than from the College's Contract Manager or his appointees. If any such order is directed to the Contractor's personnel they must, in a spirit of good collaboration, hear what the person/s needs are and then immediately bring the order / request to the attention of the College's Contract Manager for attention and finalisation.

15.2 Formal Liaison

Formal liaison should be based on at least a monthly basis, and to that end, meetings will be convened by

the College's Contract Manager giving five (5) days' notice of the date and time of the meeting as well as the business to be transacted at that meeting. The Contractor may also place items on the agenda for formal meetings by way of written notice faxed or e-mailed to the College's Contract Manager. Shorter notice may be given in the case of emergencies. All such meetings shall be held at the premises of the College and shall be chaired by the College's Contract Manager or his appointee.

Formal Liaison meetings shall consist of the following members:

- a) The College's Contract Manager.
- b) The responsible Operations Manager of the Contractor.
- c) Relevant College Supervisor/s as nominated by the College's Contract Manager.
- d) Relevant Contractor Site Management and or Shift Supervisor/s as nominated by the Contractor and approved by the College's Contract Manager.

The purpose of formal liaison meetings shall be to, amongst others:

- a) Consider and endeavour to resolve any problem or potential dispute that may arise between the Parties.
- b) Discuss and plan work schedules, training requirements, special events, additional duties, new policies and procedures, methods of quality control and all other aspects relating to the provision of the service.
- c) Make recommendations to the top management of either the College or Contractor in connection with the Service.
- d) Identify and discuss areas for improvement, particularly productivity and costs savings.
- e) Identify and discuss any planned changes in the scope of the operation of this Agreement, particularly changes in the Services required or the removal or addition of premises to the existing premises.
- f) Query any charge appearing on any invoice, or the manner of arriving at such charge.
- g) Discuss any amendments to the Operating Rules between the Parties.

In the event of any matter being unable to be resolved in a reasonable period of time through the formal liaison channels, either Party may, but shall not be obliged to, refer the matter to:

- a) In the case of the Contractor, to the responsible Manager of the College.
- b) In the case of the College to the Managing Director / Owner of the Contractor.

In the event of the matter still being unresolved after the referral the Parties may, but shall not be obliged to, refer the matter to be resolved in terms of Informal Arbitration.

16. Independent Audit

- a) The College may, at its cost, at any time during the currency of this Agreement, be entitled to appoint an independent person, acknowledged as an expert in the Security Industry, to undertake a review of the manner in which the Contractor has complied with its obligations in terms of this Agreement and the provision of the Security Service in terms of acceptable industry norms, and in the event of such person finding that the Contractor has not adequately complied with such obligations, then to make recommendations as to how the Contractor should comply with such obligations.
- b) In the event of such person having conducted his review and having made the recommendations, then the College shall be entitled to make the recommendations known to the Contractor at a meeting convened in terms of the formal liaison channels as specified. The Contractor shall then be obliged to comply with such recommendations and any other recommendations that the College may submit. In the event of the Contractor failing to comply with such recommendations within 30 (thirty) days after the date of such meeting having taken place, the College shall be entitled to cancel this Agreement forthwith without giving notice to the Contractor.

- c) The provisions of this clause shall not be construed as restricting the rights of either of the Parties to cancel this Agreement in terms of the provisions of clause 3.15, Breach, of this Agreement.

17. Assistance by The Contractor

Upon termination of this Agreement for whatsoever reasons, howsoever arising, the Contractor shall be obliged to provide all reasonable assistance to the College in order to enable the College to effect a smooth, non-disruptive transition to another Service Provider who provides services similar to the Service, or to re-establish the College's in-house security service, as the case may be. To this end the Contractor shall:

- 17.1 Provide advice and guidance to the new Security Service Provider or to the College, as the case may be.
- 17.2 Make available its employees to render assistance to the new Security Service Provider or the College, as the case may be.
- 17.3 Provide on an *ad hoc* basis, the Service that it was providing in terms of this Agreement, until such time, as the case may be, that the new Security Service Provider or the College is capable of performing the new Service.

18. Media Announcement

The Parties undertake not to make any public announcement concerning this Agreement unless the terms and details of such announcement have been agreed upon between them in writing. Notwithstanding the above mentioned provision the College reserves the right to publish the final outcome of the bid adjudication and award in the National Treasury Government Tender Bulletin.

19. Code of Conduct

The Contractor and his employees agree not to give any gifts, gift vouchers or any advantages to College employees either directly or indirectly unless market related prices are paid for it. This includes "kick-backs" and "spotter fees". The Contractor further agrees not to grant any loans, money or otherwise, to College employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.

The Contractor is not allowed to hold any social functions on College premises unless permission for it is beforehand obtained from the Director of Facilities and Services

Social interaction between the Contractor and College's employees during working hours is prohibited.

Any unlawful or illegal practice, or attempt thereto, by College's employees must immediately be reported to GERT SIBANDE TVET COLLEGE'S Head of Security, who will take it further with the College concerned.

No labour union meetings, either in house or with union officials, on College premises will be permitted.

SECURITY SERVICE SPECIFICATIONS AND PRICE OFFER

1. SCOPE OF WORK

This specification provides an indication of the areas and buildings where the service is required. The specification is not certified to be fully comprehensive and is only a guideline. Contract Service Providers must acquaint themselves with the exact location, boundaries and areas, as well as the diversity of the various campuses and the buildings thereon. It is therefore a requirement that Contract Service Providers attend the guided site visits. It needs to be understood that the day and night guarding will be in place for a period of three years in line with but not limited to the following:

- The Service Provider shall furnish on a continuous 24-hour basis for the defined period with fully trained and PSIRA registered security officers whose duties shall be as specified herein:
- Shifts to be covered and shift times: 06:00-18:00 and 18:00-06:00 on a daily basis including weekends and Public holidays
- The security services shall be required at various points and buildings within the GERT SIBANDE TVET COLLEGE site (s) as per the agreement entered into by the Service Provider and GERT SIBANDE TVET COLLEGE.
- The service will be required at the entry/ access points and within the parameter of the GERT SIBANDE TVET COLLEGE and in any other point as determined in accordance with identified risks.
- The Service Provider shall furnish GERT SIBANDE TVET COLLEGE with the exact number of security officers in accordance with the agreement entered into.
- The service provider's employees shall conform to the PSIRA Act, OHS Act, National Environmental Management Act (NEMA) (107 OF 1998), Labour Relations Act (66 of 1995) as amended and shall perform duties as maybe mutually agreed upon in writing from time to time by the Service Provider and GERT SIBANDE TVET COLLEGE.
- Advise and assist GERT SIBANDE TVET COLLEGE with the implementation of the identified security risk mitigation matters during the planning and operational stages.
- Analyze the workplace and provide advice on initiatives to control, eliminate and prevent injuries to people and prevent the loss of life or damage to property.
- Submit daily, weekly and monthly reports to the GERT SIBANDE TVET COLLEGE security unit.
- Provide daily shift roster to the GERT SIBANDE TVET COLLEGE security unit.
- To perform any safety and security function as required by GERT SIBANDE TVET COLLEGE.

1.1 DURATION

- The period of service shall be as determined by the employer in this case (as per tender).

1.2 RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service provider shall supply GERT SIBANDE TVET COLLEGE with the following:

- The required number of the appropriate grade of Security Officers as per the specification.
- Ensure full compliance with PSIRA, Firearms Control Act and GERT SIBANDE TVET COLLEGE policies and procedures where applicable.
- Supply annual SAPS criminal background check and PSIRA certificates for each employee.
- Detailed strike management plan and list of man-power to counter shortfalls during labour action and any other challenges.
- The service provider will be responsible to refund/ reimburse all damages/ loss to GERT SIBANDE TVET COLLEGE for losses and damages resulting from the negligence of the employee of the service provider.
- GERT SIBANDE TVET COLLEGE will not be responsible for damage caused by or due to, misuse, negligence, abuse, accident, theft or any illicit conduct by the service provider.
- **Supply the following operational equipment and facilities:**

ITEM NO	ITEM DESCRIPTION	QUANTITY
1	Handheld Torch	Per officer
2	PPE	Per officer
3	Handcuffs	Per officer
4	Portable hand held two-way radio linked the control centre	Per officer
5	Per and pocketbook	Per officer
6	Defense equipment (none-lethal)	Per officer
7	First Aid Kit	Per Guard House

2. QUANTITIES AND FREQUENCIES

The specifications of Service requirements and information below are given in good faith for the purposes of this bid and will be confirmed at the time of appointment. However, in terms of clauses 3.14.3 in SECTION B and 6 in SECTION A of this bid document, the College reserves the right to adjust the requirement either up or down, in accordance with requests received from within the College, or to ensure a better service.

Where in these instructions reference is made to “daily” this generally means a 7 (seven)-day week with Saturday, Sunday and Public Holidays included. It is also a requirement that services must be provided during special occasions and events. When such a service is required, the College Contract Manager or his appointee will advise the Contractor.

2.1 GERT SIBANDE TVET COLLEGE - CONTRACT SERVICE REQUIREMENT

SCHEDULE OF SERVICES

CENTRAL OFFICE

CAMPUS	SHIFT	NUMBER OF GUARDS
CENTRAL OFFICE Please note: College reserved guards will only work on request and approval by College,	Monday – Sunday Day 06:00 – 18:00	2
	Monday – Sunday Night 18:00 – 06:00	2
	College Reserved Guards	4
	TOTAL GUARDS =	8

STANDERTON CAMPUS INCLUDING HOSTEL

CAMPUS	SHIFT	NUMBER OF GUARDS
STANDERTON CAMPUS INCLUDING HOSTEL Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

SKILLS CADEMY

CAMPUS	SHIFT	NUMBER OF GUARDS
SKILLS CAMPUS Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	6
	TOTAL GUARDS =	14

EVANDER CAMPUS AND TYRE FITMENT

CAMPUS	SHIFT	NUMBER OF GUARDS
EVANDER CAMPUS TYRE FITMENT Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

ERMELO CAMPUS

CAMPUS	SHIFT	NUMBER OF GUARDS
ERMELO CAMPUS Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

SIBANESEFTU CAMPUS

CAMPUS	SHIFT	NUMBER OF GUARDS
SIBANESEFTU CAMPUS Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

PERDEKOP CAMPUS

CAMPUS	SHIFT	NUMBER OF GUARDS
PERDEKOP CAMPUS Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

BALFOUR CAMPUS

CAMPUS	SHIFT	NUMBER OF GUARDS
BALFOUR CAMPUS Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	4
	Monday – Sunday Night 18:00 – 06:00	4
	College Reserved Guards	4
	TOTAL GUARDS =	12

EVANDER SKILLS AND CFE

CAMPUS	SHIFT	NUMBER OF GUARDS
EVANDER SKILLS AND CFE Please note: College reserved guards will only work on request and approval by College	Monday – Sunday Day 06:00 – 18:00	3
	Monday – Sunday Night 18:00 – 06:00	3
	College Reserved Guards	4
	TOTAL GUARDS =	10

NOTE: Appointments/ awarding will be per each site

2.2 Radios

The Contractor will provide radios which shall be used by the Site Supervisors and guards.

2.3 Uniform

The Contractor is responsible for the supply of adequate uniform and related items. Uniform should be of the same kind to that of the College, but shall carry the logo and information of the Contractor.

The design and colour of uniforms shall be approved by the College. One full set of the proposed uniform must be provided to the College for future reference, approval and safekeeping.

2.4 Pocket Book

The site supervisors and guards should each carry a pocket book whilst on duty in order to use for reporting of incidents, matters of concern, visits by supervisors, etc.

2.5 Equipment

Equipment will be provided by the Contractor (radios, batteries, battens, etc.).
Pepper spray and Handcuffs

2.6 Leave

It is suggested that guards take their annual leave any time during beginning until the end of December.

2.7 Specific Requirements

As mentioned below, security services must be provided on all campuses, by the manpower as explained for each task and in accordance with the under-mentioned list of duties.

GENERAL:

1. Manpower allocated to the College must, as far as possible, remain the same person for the duration of the contract to ensure that the person can be trained in the environment in which service is rendered.
2. The accounts of the campuses must be dealt with separately for financial purposes.
The total price above will be considered as the bid price and final offer for the service as indicated and addressed in this document and will include the manpower as referred to in the above schedule.

3. SPECIFIC DUTIES OF THE CONTRACTOR AND PERSONNEL PROVIDED

- 3.1 Notwithstanding the specifications of requirement given above, the Contractor is bound to supply the actual number of guards ordered by the College within 24 hours, irrespective of the extent by which the number ordered varies from the number set in the above specifications.
- 3.2 To Patrol the precincts of the site/s as defined in this bid document, in order to prevent any persons from illegally entering and/or removing any equipment or material from the site/s.
- 3.3 To guard and protect all buildings, installations, equipment and material against any damage, theft or vandalism.
- 3.4 To protect the staff and students of the College as well as visitors to the College by preventing or minimising risk of injury or death.
- 3.5 To report any incidents, suspicious actions or unusual occurrences to the College's Contract Manager or his appointee, in accordance with the laid down procedures for reporting, as defined in the College's Operating Rules, which are defined in clause 9 in SECTION B of this bid document.
- 3.6 To apprehend or detain any person partaking in any criminal activity and to take action in accordance with the laid down procedures for detaining or arresting suspects, as defined in the Operating Rules, which are defined in clause 9 in SECTION B of this bid document.
- 3.7 Site Supervisor must monitor and supervise all guards and shift personnel on a continuous basis whilst on duty.
- 3.8 Notwithstanding any provisions to the contrary, as set out in clause 7 in SECTION B of this bid document, all guards, whilst on duty, must be equipped with torches, whistles and portable radios in order to ensure that duties are carried out efficiently and effectively. On special occasions and for specific applications it will also be required for guards to be equipped with batons and handcuffs.

Where this becomes necessary the College's Contract Manager will advise the Contractor accordingly, specifying which guards are to be so equipped and for what period.

4. LEGAL REQUIREMENTS

- 4.1 All guards supplied must comply with all relevant provisions and legislation as prescribed by the PSIRA Act.
- 4.2 Should the College suffer any loss of whatsoever kind and it can be proved that such loss could have been avoided or reduced, had the Security Staff on site acted as expected and specified, or was caused by the gross negligence or wilful disregard of duties of any of the Contractor's staff, then the Contractor will be held responsible to make good the loss.

5. PRICE ADJUSTMENT

Should the price offered not be firm for the duration of the contract period then all requests for price adjustments must be made in writing and presented to the office of the Head of Security at GERT SIBANDE TVET COLLEGE. All requests for price adjustments must be accompanied by a full motivation and where required, proof of legislative increases must also be submitted.

6. COMMUNICATION

The Contractor is responsible to provide his own cellular communications at all times during the period of this Agreement. All telephone, stationery and other office related costs are for the account of the Contractor.

Provide your latest detailed payroll for ALL security officers broken down into the various components.

Please advise (mark Yes or No) if any of the above will be a post dedicated to the site or a visiting post. Applicable to this contract only.

7. Apart from qualified and experienced Managers and supervisors, the College also requires acceptable and adequate overhead supervision by Group Managers, Regional Managers, Branch Managers or Owners, as the case may be. The Contractor must provide for such management and supervision. Managers and Supervisors must be available at all times during normal working hours.
8. It is a requirement that at least once per year the Contractor shall provide the College with an audited report to the effect that statutory salaries are paid to security officers and that the conditions of the Labour Relations Act and Basic Conditions of Employment Act, or any relevant Sectorial Determinations are being met.

9. In the event of **additional** security officers being required on an *ad hoc* basis, please provide a per security officer, per hour cost in the table below. (**COLLEGE RESERVED GUARDS**)

Normal working days / Per hour (12 HOUR SHIFT)	R

Statutory holidays / Per hour (12 HOUR SHIFT)	R
Saturdays / Per hour (12 HOUR SHIFT)	R
Sundays / Per hour (12 HOUR SHIFT)	R

10. Insurance Cover

- ☐ Please advise what amount of public liability insurance cover is available on a per claim basis

R

(Please attach a copy of the renewal notice of the insurance policy to your tender)

11. Professional Bodies

Please advise memberships of any security related Professional Bodies / Associations your company might have.

Please attach copies of any applicable membership certificates

12. Management and Personnel

Provide an outline of your proposed management structures for this contract.

SAFETY REGULATIONS and SPECIFICATIONS
--

Contractor's details:

Contractor name:	
Company Registration no:	
Business address:	
Postal address:	
Postal code:	

Telephone number:	
Fax number:	
E-mail address:	
COID (<i>Compensation for Occupational Injuries and Diseases</i>) Registration no:	

INTRODUCTION (HEALTH AND SAFETY)

To ensure that Contractors adhere to the health and safety requirements of GERT SIBANDE TVET College, rules have been drawn up for Contractors and their employees whilst they are on the College's property.

All Contractors shall ensure that employees will receive a set of these rules and adhere to them. Contractors will be held responsible for any breaching of the rules during the period of the contract.

1. CONTRACT WORK

- 1.1 The contract work shall be conducted strictly in accordance to that agreed upon and in a safe and responsible manner. To this end, the Contractor acknowledges that he is fully conversant with the provisions of the **Occupational Health and Safety Act No. 85 of 1993** and the Regulations issued in terms of the said Act and that his employees have similar knowledge.
- 1.2 No Contractor shall commence work on the Company's property unless and until he has received permission to do so from the Institutional Safety Co-ordinator and has produced to the said official the following:
 - (i) Registration number with the Compensation Commissioner.
 - (ii) Proof that his fees in terms of the Compensation for Occupational Injuries and Diseases Act are fully paid up.
- 1.3 The Contractor hereby certifies that all electrical or mechanical equipment which will be brought onto the site and used during the course of the contract, complies with the relevant safety regulations.
- 1.4 No work shall be undertaken unless it is done by a competent person or by a person who is supervised by a competent person.

2. TOOLS AND EQUIPMENT

The Contractor shall provide his own equipment and these shall remain under lock and key when not in use and the College shall not be liable for any loss thereof or damage thereto, howsoever caused.

3. REMOVAL OF ITEMS

The Contractor or any person engaged in the contract work shall not remove any item from the site without the permission of the Contracts Manager.

4. CLOTHING AND SAFETY APPARATUS/EQUIPMENT

Appropriate protective clothing, safety apparatus and equipment shall always be worn or used on the site. The Safety Officer must be consulted on particular requirements.

5. COMBUSTIBLES AND FLAMMABLES

No combustible and/or flammable material will be permitted or stored on site without the permission of the Project Manager or Campus Safety Officer.

6. ACCIDENTS

Any accident or injury shall be reported immediately to the Safety Officer and/or the Contracts Manager.

7. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

The Contractor shall ensure that no liquor, drugs, dangerous weapons or firearms are brought onto the premises.

8. OHS ACT: RESPONSIBILITIES

In terms of **Section 37(2) of the Occupational Health and Safety Act of 1993**, the following is hereby agreed:

- 8.1 The Contractor shall be responsible for the implementation of the terms and provisions of the Act and Regulations in the area where the work is to be undertaken for the College.
- 8.2 The Contractor shall be responsible for the wellbeing, in relation to health and safety, of all persons coming into such area in accordance with that legislation.
- 8.3 The Contractor shall issue all appropriate safety/health equipment to all persons working or coming into the area.

I, _____ being the Contractor, hereby acknowledge and accept the above terms and agree that all persons engaged on the said contract work shall adhere to all the above rules.

CONTRACTOR

SAFETY OFFICER

DATE:

DATE:

WITNESSES:

WITNESSES:

Health and Safety Plan

The successful Contractor must provide a Health and Safety Plan (plan of operation and conduct) and hand it in for approval at the Infrastructure Management as soon as possible after appointment, but not later than 7 (SEVEN) days prior to the starting date of the contract.

Please note that the Contractor will not be allowed to perform any service before the said plan has been approved by the College. Should the Contractor fail to start with service on the starting date of the contract, due to the late submission of the Plan, and if the College will have obtained the services of another company to perform intermediate service, will the Contractor be responsible for any service, administration and/or legal costs.

BID: SECURITY GUARDING SERVICES**-EVALUATION CRITERIA: SITE EVALUATION****This is for the Colleges use if it decides to visit your premises**

COMPANY: _____

PHYSICAL ADDRESS: _____

VISITED: Date: _____ Time: _____

COMPANY REPRESENTATIVE: _____

Evaluation Criteria	Points	Score	Comment
Admin. office setup	5		
Preparedness	5		
Operations Room	5		
Transport Fleet	5		
Sub Total:	20		

Evaluation Criteria	Points	Score	Comment
Access Control			
Impression at main ACP	5		
Verbal Communication	5		
Access Administration	3		
Equipment utilization	3		
Efficiency of officer posted	3		
Uniform and appearance	5		
Sub Total:	25		
Guarding/Patrols			
Effective patrol deployment	5		
Equipment and usage	5		
Efficiency	5		
Communication skills	5		
Knowledge/Site procedure	5		

Sub Total:	25		
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Control Room Operations			
Effective recording/neat	5		
Use of radio equipment	3		
Alarm/Response planning	3		
Communication skills	5		
Telephone/Radio skills	5		
Handling of enquiries	4		
Sub Total:	25		
Staff Efficiency			
General appearance	5		
Level of education	4		
Staff turnover	5		
Remuneration/Pay slips	4		
PSIRA Certification	3		
Career Development	3		
Training Objectives	3		
General relations to staff	3		
Policies, Procedures, etc.	5		
Sub Total:	35		
TOTAL:	130		

GENERAL COMMENTS:

Formula: $\text{Score} \div 130 \times 20 = \text{Points scored.}$

Evaluated by:

Name

Signature

Date

Name

Signature

Date



Request for Proposal:

APPENDIX B.1

Pricing Schedule

Service Providers to price for the following:

1.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
STANDERTON CAMPUS INCLUDING HOSTEL Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	R
			GRAND TOTAL	R

Total Price in word **Vat inclusive:**

.....

2.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
CENTRAL OFFICE Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	2		
	Monday – Sunday Night 18:00 – 06:00	2		
	College Reserved Guards	4		
	TOTAL GUARDS =	8	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	R
			GRAND TOTAL	R

Total Price in word **Vat inclusive:**

.....

3.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
STANDERTON SKILLS ACADEMY Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	R
			GRAND TOTAL	R

Total Price in word **Vat inclusive:**

.....

4.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
EVANDER CAMPUS/ TYRE FITMENT Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	R
			GRAND TOTAL	R

Total Price in word **Vat inclusive:**

.....

5.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
ERMELO CAMPUS Please note: College reserved guards will only work on request and approval by college, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	
			GRAND TOTAL	

Total Price in word **Vat inclusive:**

.....

6.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
SIBANISETFU CAMPUS INCLUDING HOSTEL Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	
			GRAND TOTAL	

Total Price in word **Vat inclusive:**

.....

7.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
PERDEKOP CAMPUS Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	
			GRAND TOTAL	

Total Price in word **Vat inclusive:**

.....

8.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
BALFOUR CAMPUS Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	4		
	Monday – Sunday Night 18:00 – 06:00	4		
	College Reserved Guards	4		
	TOTAL GUARDS =	12	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	
			GRAND TOTAL	

Total Price in word **Vat inclusive:**

.....

9.

CAMPUS	SHIFT	NUMBER OF GUARDS	MONTHLY RATE	TOTAL IN 36 MONTHS
EVANDER SKILLS AND CFE Please note: College reserved guards will only work on request and approval by College, however they should be priced.	Monday – Sunday Day 06:00 – 18:00	3		
	Monday – Sunday Night 18:00 – 06:00	3		
	College Reserved Guards	4		
	TOTAL GUARDS =	10	TOTAL IN 36 MONTHS EXC VAT	R
			VAT 15%	
			GRAND TOTAL	

Total Price in word **Vat inclusive:**

.....

NOTE: APPOINTMENTS WILL BE DONE PER EACH SITE THEREFORE, THE TOTAL CONTRACT VALUE WILL BE DETERMINED ACCORDING TO THE NUMBER OF SITES AWARDED.



Request for Proposal:

APPENDIX C

Proof of Account

Documentation	Requirement	Included in required format (Please tick)
Proof of Account	Letter confirming Account Details	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature



Request for Proposal:

APPENDIX D

Company Registration Documents

Documentation	Requirement	Included in required format (Please tick)
Company Registration Document	Provide Company registration documents	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature



Request for Proposal:

APPENDIX E

Tax Compliance status Pin

Documentation	Requirement	Included in required format (Please tick)
Tax Compliance Status Pin	Provide Valid Tax Compliance Status Pin (must be valid on tender closing).	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature



Request for Proposal:

APPENDIX F

BBBEE Certification

Documentation	Requirement	Included in required format (Please tick)
BBBEE certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Sworn Affidavit	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature



Request for Proposal:

APPENDIX G

Board Resolution

Documentation	Requirement	Included in required format (Please tick)
Board Resolution	Include Board resolution for delegation of authority	☐

Sign to confirm that the contents of this Appendix have been verified

Name

Signature



Request for Proposal:

APPENDIX H

Declaration of Interest

Documentation	Requirement	Included in required format (Please tick)
Declaration of Interest	Please sign Point 9 of this tender document	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX I

Service Level Agreement

Documentation		Requirement	Included in required format (Please tick)
Service Agreement	Level	Compile and Provide the Standard Service Level Agreement between bidder and the College	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX J

Registration on National Treasury

Documentation	Requirement	Included in required format (Please tick)
Registration on National Treasury	Provide a copy of your unique supplier number (MAAA....).	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX K

Registration licences/registered bodies

Documentation	Requirement	Included in required format (Please tick)
Registration licences/registered bodies	Provide Proof of Certification & Accreditation (PSIRA etc)	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX L

COIDA

Documentation	Requirement	Included in required format (Please tick)
COIDA	Letter of Good Standing	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX M

Public Liability Cover

Documentation	Requirement	Included in required format (Please tick)
Public Liability Cover	Provide valid Proof of Standing Required Letter of Good	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX N

Full CSD Report

Documentation	Requirement	Included in required format (Please tick)
Full CSD Report	Provide a complete CSD report that is fully compliant	☐

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal:

APPENDIX O

SBD Forms

Documentation	Requirement	Included in required format (Please tick)
SBD Forms	Completed SBD Forms attached (SBD 1, 4, 6.1, 8, and 9)	☐

Please sign that the contents of this Appendix has been verified

Name

Signature

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:					
TENDER INFORMATION CENTRE (TIC)					
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:

* "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.

- 2.7 Are you or any person connected with the bidder YES / NO

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / 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?

2.9.1 If so, furnish particulars.

.....

.....

.....

YES / NO

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

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

.....
.....
.....

YES / NO

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY 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

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 8(1 - \frac{Pt - Pmin}{Pmin})} & \mathbf{or} & \mathbf{Ps = 90(1 - \frac{Pt - Pmin}{Pmin})} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 8 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		4		
Enterprises with ownership of 51% or more by person/s who are women		4		
Enterprises with ownership of 51% or more by person/s who are youth		4		
Enterprises with ownership of 51% or more by person/s with disability		4		
Enterprise within the classification of SMME's, QSE or EME		4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2