



**APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES**

**TENDER NUMBER: C04/2026**

**CLOSING DATE: 15 MAY 2026**

**CLOSING TIME: 11H00 AM**

**DATASHEET FOR TENDERERS**

Tender	Appointment of a Potential Service Provider for the supply and installation of Biometric System at ORBIT TVET College – Four Sites
Tender Issue Date	22 APRIL 2026
Tender Closing Date:	<b>15 MAY 2026 at 11H00am.</b>
Owner	ORBIT TVET College - Central Office
Address	ORBIT TVET College - Central Office, Corner Bosch and Fatima Bhayat Street, Rustenburg, 0299
Open for Acceptance:	90 days from Tender Closing
Compulsory Briefing Meeting:	<b>29 APRIL 2026 at 10H00am</b> , at ORBIT TVET College – Central Office, Corner Fatima Bhayat and Bosch Street, Rustenburg, 0299.

**TENDER NO: C04/2026: APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES**

## 1. INVITATION TO BID

- ORBIT TVET College is inviting capable and competent service provider to supply and install the biometric system at ORBIT TVET College for all four sites, Central Office, Rustenburg Campus, Mankwe Campus and Brits Campus.

1.1 The tender documents will be issued as from:

✚ **22 April 2026**, and it must be downloaded/viewed from the National Treasury website([www.etenders.gov.za](http://www.etenders.gov.za)) and ORBIT TVET College website ([www.orbitcollege.co.za](http://www.orbitcollege.co.za))

✚ A tender document will be issued at the college on the condition that the National Treasury website is not functioning/working.

1.2 A Compulsory briefing session will be held on **Wednesday, 29 April 2026** at **10H00am** at ORBIT TVET College – Central Office, Corner Bosch and Fatima Bhayat Street, RUSTENBURG, 0299.

1.3 Closing date of tender is on **15 May 2026 at 11:00 am**.

**1.4 Tender must be submitted on the tender documentation that is issued by the College.**

**1.5 The bid/tender shall be valid and open for acceptance for a period of 90 days from the date of closing of tenders.**

1.6 Bidders must make sure that the original completed bid document is in a sealed envelope, marked **TENDER NO: C04/2026: “APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES”** is received and deposited in a tender box (**Security Gate**) on or before **15 May 2026** at 11:00 am at the following address: **ORBIT TVET College - Central Office, Corner Bosch and Fatima Bhayat Street, RUSTENBURG, 0299.**

1.7 All sealed documents must be submitted at the tender box before the closing date and time, clearly specifying the tender number and description thereof

**1.8 NO late bids will be accepted.**

***NB! FAILURE TO ADHERE TO ANY OF THE ABOVE-MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***

**2. BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE SITES**

**PLEASE TAKE NOTE OF THE FOLLOWING**

Completion of tender document

- ✓ The tender documents should be completed in full i.e. SBD1, SBD3, SBD 4, SBD 6.1, SBD 8, SBD 9, and Section 38, including signatures of witnesses on all above stated forms.

***PLEASE READ AND FOLLOW INSTRUCTIONS ON EACH PAGE OF THE FOLLOWING FORMS AND FILL THEM AS INSTRUCTED***

- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
  - **AUTHORITY OF SIGNATORY** – complete and sign the form
  - **SBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**  
*In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on SBD 4.*
  - **SBD 6.1**–as per instruction on the document.
  - **SBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
  - **SBD 9** - must be fully completed and signed
  - **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
  - Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached

**3. BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES**

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**NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY APPEAR IN THE TABLE OF CONTENTS FOR EASE OF REFERENCE.**

**4. BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE SITES**

1. A compulsory briefing session will be held at Rustenburg c/o Fatima Bhayat and Bosch street; Rustenburg on **29 April 2026 at 10H00am.**
2. Sealed bid documents marked: **BID: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES** must be placed in the tender box at the Central Office Gate, Rustenburg not later than **11H00am, 15 May 2026.**
3. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
4. The College will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
5. Bidders will also be required to show compliance with the B-BBEE and Preferential Procurement Policy.
6. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
7. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 13(c) of Public Service Regulations, 2016 )
8. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (SBD 7).
9. **All PROCUREMENT enquiries shall be in writing and directed to:**  
Mr C. CHAAUKE – SUPPLY CHAIN MANAGER  
Tel: 014- 597 5515  
E-mail: [cchaauke@orbitcollege.co.za](mailto:cchaauke@orbitcollege.co.za)
10. **All TECHNICAL enquiries shall be in writing and directed to:**  
  
Mr A. MEREMENTSI – PROJECT MANAGER  
Tel: 014 – 597 5500, Fax: 014 – 592 4538  
E-mail: [amerementsi@orbitcollege.co.za](mailto:amerementsi@orbitcollege.co.za)

***N.B Enquiries received after the 8<sup>th</sup> of May 2026 at 16H00 will not be attended to.***

## **5. SPECIAL TERMS & CONDITIONS**

- It is expected that the appointed bidders must be able to deliver the goods within 30 DAYS from the day of the tender awarded and complete the project within 90 DAYS.
- The service provider must clearly demonstrate the capacity to procure and deliver the items for which they are bidding.
- ORBIT TVET College reserve the right to ask for documentation to prove financial capacity of the bidder.
- Deregistering and blacklisted companies including directors/owners/individuals linked to the company, will not be considered
- Counteroffer by service providers shall not be considered and shall therefore nullify the offer to the company.
- ORBIT TVET College reserve the right to amend the specification before the closing date of the bid or to award the whole or part of the bid to one or more service provider or to cancel the bid in the whole, as well as to adjust the quantities before the financial award is made.
- No telephone or facsimile will be accepted for submission.
- Any means of attempting to influence adjudication process or outcome of adjudication process will result in immediate disqualification of the entire bid
- All enquiries should be made in writing.
- Bid Documents for participation can be downloaded from [www.etenders.gov.za](http://www.etenders.gov.za) and [www.orbitcollege.co.za](http://www.orbitcollege.co.za)
- All bid submissions must be done in hard copy.
- Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

**Note: Blacklisted companies appearing on the national treasury database are prohibited from conducting business with public entities and will be disqualified.**

## **6. STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS**

- Certified CIPC Registration Documentation.
- CSD Report
- **Valid TAX COMPLIANCE STATUS Certificate with PIN.**
- **Company's PSIRA Registration Certificate**
- Valid Certified B-BBEE / Sworn Affidavit Certificate (**to qualify for preference points**) on condition that you confirm by completing **SDB 6.1**.
- Valid Proof of business address (**Lease Agreement or Municipal Account in the Company name**).
- Valid Certified copies of the directors' identity document.
- Company Profile
- Certificate of Good standing, Compensation Commissioner

## **7. MINIMUM REQUIREMENTS**

- Accreditation of SANS Standards: South African National Standards (e.g., SANS 10222-5 for CCTV) guide installation quality, safety, and compliance.
- Installation must meet Health and Safety regulations.
- Quality Management Plan.
- Public Liability Cover

## **8. BID SUBMISSION REQUIREMENTS**

- a. Bidders must submit relevant documentation and a proposal comprising:
- b. Company profile
- c. CSD registration.
- d. Relevant experience in CCTV solutions design and installation.
- e. Proposed solution design.
- f. Technical datasheets of proposed components.
- g. Detailed project plan and installation methodology.
- h. Health and Safety Plan.
- i. BBBEE Certificate.
- j. PSIRA registration
- k. Pricing schedule.
- l. Proof of financial capacity (Bank rating) A, B or C not older than 3 Months.

**9. EVALUATION CRITERIA**  
**(Functionality as pre-qualification)**

The following prequalification values will be used:

<b>Table 2. Functionality Criteria</b>			
<b>Note: No bid will be considered unless 60 points has been achieved for functionality</b>			
<b>Item</b>	<b>Functionality</b>		<b>Points</b>
1	<p><b>Company Experience and Track Record:</b> Provide project experience demonstrating capability and technical know-how in carrying out works of similar nature and size (CCTV and Biometrics). Proof of appointment letters and Completion certificate from different Clients</p> <p>5 x appointment and completion            4 x appointment and completion            3 x appointment and completion            0-2 x appointment and completion</p>	<p><b>30 Points</b>  <b>15 Points</b>  <b>10 Points</b>  <b>0 Points</b></p>	<b>30</b>
2	<p><b>Key staff experience and capabilities in CCTV camera installations:</b> Project Manager / Foreman – CV, qualifications, and experience in years</p> <p>Degree with ten or more years' experience in Fibre/networks installations; CCTV camera installations</p> <p>Higher Diploma with five to seven years' experience in Fibre/networks installations; CCTV camera installations</p> <p><b>HCSA-CCTV (Hikvision Certified Security Associate) or Dahua Certification</b></p>	<p><b>15 Points</b>  <b>10 Points</b>  <b>10 Points</b></p>	<b>35</b>
3	<p><b>Project plan</b></p> <p><b>Project plan to includes:</b></p> <p>1. Cost Breakdown per deliverables.            2. Deliverables and milestones.            3. Gantt Chart.            4. Quality Management Plan.            5. Resource Plan.</p>	<p><b>2 Points</b>  <b>2 Points</b>  <b>2 Points</b>  <b>2 Points</b>  <b>2 Points</b></p>	<b>10</b>
4	<p><b>Locality- Valid proof of address/lease agreement</b></p> <p>Rustenburg Local Municipality/District</p> <p>Within The North West Province</p> <p>Other Provinces</p>	<p><b>10 Points</b>  <b>5 Points</b>  <b>0 Points</b></p>	<b>10</b>
5	<p>Proof of financial capacity (<b>Bank Rating) A, B or C, not older than 3 Months.</b></p>	<b>15 Points</b>	<b>15</b>
<b>Total Points</b>			<b>100</b>

## **10. PROPER CERTIFICATION OF DOCUMENTS MEANS**

- A copy of the original document must be certified with an original certification stamp.
- No Copies of certified documents will be accepted.
- No certified copies of copies will be accepted
- Certification must be dated, and the date must not be older than six months.

**11. BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES**

SPECIFICATIONS/TERMS OF REFERENCE

**DESCRIPTION OF THE WORKS**

**11.1 Employer’s objectives**

**Key objectives include:**

- Enhancing safety through continuous monitoring
- Protecting College assets from criminal activity
- Enabling early incident detection and rapid response

**11.2 Overview of the works**

This contract consists of the **BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – FOUR SITES**

**11.3 Extent of the works**

**The appointed contractor is responsible for the complete supply, installation, and integration of CCTV and Biometric system for ORBIT TVET College.**

**This includes:**

1. Supplying CCTV cameras, mounting poles, fibre cabling, as per approved specifications.
2. The appointed contractor must provide maintenance support for a period of one year of the appointment and must make allowance on the pricing schedule.
3. The contractor must provide training to college officials (not more than 10) on the operation of the installed infrastructure and operation.
4. Safely erecting poles and installing tamper-proofing measures to prevent vandalism or theft.
5. Mounting cameras and connecting them to the existing College network if any.
6. Mapping camera locations with GPS coordinates and integrating them into the control room interface.
7. Ensuring full functionality of all cameras within the control room system.
8. Complying with all relevant health and safety legislation.
9. Given the vulnerability of public infrastructure, the contractor must implement antitampering measures and advise on securing the units during operation.

#### **11.4 The works comprise the following elements:**

- Supply and Installation of IP Cameras
- Supply and Installation of PTZ Cameras
- Supply and Installation of LPR Cameras and
- Access Control in all administration areas

#### **11.5 Location of the works**

ORBIT TVET College

1. Central Office
2. Rustenburg Campus
3. Mankwe Campus
4. Brits Campus.

## PART A

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (ORBIT TVET COLLEGE)					
BID NUMBER:	C04/2026	CLOSING DATE:	15 MAY 2026	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – ALL FOUR SITES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ORBIT TVET COLLEGE – CENTRAL OFFICE					
CNR FATIMA BHAYAT AND BOSCH STREET					
RUSTENBURG					
0299					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. C. CHAAUKE (SCM MANAGER)		CONTACT PERSON	Mr. A MEREMENTSI (PROJECTS MANAGER)	
TELEPHONE NUMBER	014 597 5515		TELEPHONE NUMBER	014 597 5500	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:cchauke@orbitcollege.co.za">cchauke@orbitcollege.co.za</a>		E-MAIL ADDRESS	<a href="mailto:amerementsi@orbitcollege.co.za">amerementsi@orbitcollege.co.za</a>	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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]					

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes    <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 BELOW.

**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SIGNATURE OF BIDDER:.....**

**CAPACITY UNDER WHICH THIS BID IS SIGNED: .....**

**(Proof of authority must be submitted, e.g., a company resolution)**

**DATE: .....**

SBD 3: PRICING SCHEDULE

**BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND  
INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE SITES 2026**

ITEM NO.	DESCRIPTION	QTY	RATE	AMOUNT
	<b>BRITS CAMPUS</b>			
	<b>CCTV IP Equipment</b>			
1	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	30		
2	2MP ANPR Bullet Cam IR 50m	4		
3	4MP Acusense Dome Cam IR30 30m 2,8mm	4		
4	HIK 4MP Darkfighter PTZ IR150m 25x OZ	6		
5	speed dome hik keyboard network control	1		
6	hik ptz bracket pole mount	6		
7	32 channel NVR 320Mbps with no POE -9600 series	2		
8	Seagate Ironwolf NAS HDD 10TB	2		
9	Hikvision 8 Port Gigabit Unmanaged POE Switch	8		
10	ENCLOSURE -Steel Box Stealth 600x460x230mm			
11	GENATA Gb Ethernet to fibre Converter	3		
12	HIK CENTRAL -ANPR SINGLE LICENSE	2		
13	Hikcentral Base License 64CH INCLUDED	1		
14	CAT 6 UTP Shielded Cable 500M	2		
15	<b>Fibre</b>			
16	Fibre Cable 0.5km Length Heavy Duty Duct 12 Core Multi Mode Fibre Cable LT50SJNA12BK-L	2		
17	ENCLOSURE -AP2-A ABB 600 X 400 X 165 IP66	2		
18	Scoop 24 Fibre Splice Cassette	6		
19	Splice Protectors 40mm HSFP-40T 1mm Pin (Pack of 100)	1		
20	Scoop Fibre Pigtail SC APC 1m SM	30		
21	Ubiquiti Fibre to Ethernet Converter with PoE   F- POE-G2 (2x Transmit, 2x Recive)	6		
22	<b>Computer and Admin Building</b>			
23	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	10		
24	4MP Acusense Dome Cam IR30 30m 2,8mm	4		
25	32 channel NVR 320Mbps with no POE -9600 series	1		
26	CAT 6 UTP Shielded Cable 500M	2		
27	Hikvision 8 Port Gigabit Unmanaged POE Switch	2		

28	EM 125kHz	500		
29	Sundries -Conduit Cable Etc	1		
30	PC -Access Control	1		
31	sf300 fingerrint and card reader	6		
32	zkteco sf300 cable management bracket	6		
33	D10 Smart Turbo 24VDC Motor Kit Stel Rack	3		
34	Goose Neck	6		
	<b>RUSTENBURG CAMPUS</b>			
1	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	14		
2	2MP ANPR Bullet Cam IR 50m	5		
3	4MP Acusense Dome Cam IR30 30m 2,8mm	8		
4	HIK 4MP Darkfighter PTZ IR150m 25x OZ	7		
5	speed dome hikkeyboard network control	1		
6	hikptzbracket pole mount	7		
7	16 channel NVR 256Mbps with no POE -acusense	3		
8	Seagate Ironwolf NAS HDD 10TB	3		
9	Hikvision 8 Port Gigabit Unmanaged POE Switch	8		
10	ENCLOSURE -Steel Box Stealth 600x460x230mm	6		
11	GENATA Gb Ethernet to fibre Converter	4		
12	HIK CENTRAL -ANPR SINGLE LICENSE	2		
13	Hikcentral Base License 64CH INCLUDED	1		
14	CAT 6 UTP Shielded Cable 500M	6		
	<b>Fibre</b>			
15	Fibre Cable 0.5km Length Heavy Duty Duct 12 Core Multi Mode Fibre Cable LT50SJNA12BK-L	1		
16	ENCLOSURE -AP2-A ABB 600 X 400 X 165 IP66	2		
17	Scoop 24 Fibre Splice Cassette	3		
18	Splice Protectors 40mm HSFP-40T 1mm Pin (Pack of 100)	1		
19	Scoop Fibre Pigtail SC APC 1m SM	20		
20	Ubiquiti Fibreto Ethernet Converter with PoE   F- POE-G2 (2x Transmit, 2x Recive)	3		
21	<b>Computer and Admin</b>			
22	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	12		
23	4MP Acusense Dome Cam IR30 30m 2,8mm	6		
24	32 channel NVR 320Mbps with no POE -9600 series	1		
25	CAT 6 UTP Shielded Cable 500M	3		
26	Hikvision 8 Port Gigabit Unmanaged POE Switch	3		

27	<b>Excl. Desks, Chairs and Internet and Inverter</b>			
28	mecer monitor 23,8"	4		
29	High End CCTV PC	2		
30	Wireless keyboard and Mouse	2		
31	Mecer 65" Monitor	4		
32	4MP Acusense Dome Cam IR30 30m 2,8mm	4		
33	Hik 8Ch Mini NVR	1		
34	Turnstar Man Trap	1		
35	Hik 671 facial Recognition	1		
36	Hikcentral Licence access door	1		
37	Patch Panel UTP Cat6 24 Port	1		
38	brush panel	2		
39	41u 600+800 Cabinet Incl Fans and Power	1		
40	4Gig Graphics Card	2		
41	Sundries -Conduit Cable Etc	1		
42	Tenda 24 Port Gigabit Switch with 2 SFP/Gigabit Combo Uplink	1		
	<b>Access Control</b>			
43	Proximity Card -EM 125kHz	500		
44	Sundries -Conduit Cable Etc	2		
45	PC -Access Control	1		
46	sf300 fingerrint and card reader	10		
47	zkteco sf300 cable management bracket	10		
48	D10 Smart Turbo 24VDC Motor Kit Stel Rack	5		
49	Goose Neck	6		
	<b>MANKWE CAMPUS</b>			
	<b>CCTV IP Equipment</b>			
1	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	46		
2	2MP ANPR Bullet Cam IR 50m	3		
3	4MP Acusense Dome Cam IR30 30m 2,8mm	4		
4	HIK 4MP Darkfighter PTZ IR150m 25x OZ	6		
5	speed dome hik keyboard network control	1		
6	hik ptz bracket pole mount	6		
7	32 channel NVR 320Mbps with no POE -9600 series	2		
8	Seagate Ironwolf NAS HDD 10TB	2		
9	Hikvision 8 Port Gigabit Unmanaged POE Switch	8		
10	ENCLOSURE -Steel Box Stealth 600x460x230mm	6		
11	GENATA Gb Ethernet to fibre Converter	4		
12	HIK CENTRAL -ANPR SINGLE LICENSE	2		
13	Hikcentral Base License 64CH INCLUDED	1		

14	CAT 6 UTP Shielded Cable 500M	3		
15	<b>Fibre</b>			
16	Fibre Cable 0.5km Length Heavy Duty Duct 12 Core Multi Mode Fibre Cable LT50SJNA12BK-L	8		
17	ENCLOSURE -AP2-A ABB 600 X 400 X 165 IP66	2		
18	Scoop 24 Fibre Splice Cassette	6		
19	Splice Protectors 40mm HSFP-40T 1mm Pin (Pack of 100)	1		
20	Scoop Fibre Pigtail SC APC 1m SM	100		
21	Ubiquiti Fibreto Ethernet Converter with PoE   F-POE-G2 (2x Transmit, 2x Recive)	6		
22	<b>Computer and Admin Building</b>			
23	HIK IP 4MP Darkfighter Bullet Camera IR 80m 2.8mm Fixed Lens IP67	10		
24	4MP Acusense Dome Cam IR30 30m 2,8mm	6		
25	32 channel NVR 320Mbps with no POE -9600 series	1		
26	CAT 6 UTP Shielded Cable 500M	3		
27	Hikvision 8 Port Gigabit Unmanaged POE Switch	3		
28	<b>Access Control</b>			
29	Proximity Card -EM 125kHz	500		
30	Sundries -Conduit Cable Etc	2		
31	PC -Access Control	1		
32	sf300 fingerrint and card reader	10		
33	zkteco sf300 cable management bracket	10		
34	D10 Smart Turbo 24VDC Motor Kit Stel Rack	3		
35	Goose Neck	6		
36	Allowance for maintenance for a period of 12 months	item		
36	Allowance for Training of staff	item		
37	Provisional item for commissioning	item	200 000.00	
<b>Total</b>				<b>R</b>

**PRICING SCHEDULE – FIRM PRICES**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder: .....

Bid Number: **C04/2026**

Closing Time: **11H00am**

Closing Date: **15 May 2026**

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
1	SUPPLY AND INSTALLATION OF CCTV AND BIOMETRIC SYSTEMS AT ORBIT TVET COLLEGE - ALL SITES (REFER TO PART 5: TECHNICAL SPECIFICATIONS)	
1.1	TOTAL Excluding VAT	R
1.2	Contractor's preliminaries @ 9%	R
1.3	Contingencies @ 5%	R
1.4	<b>VAT (@ 15%)</b>	R
1.5	<b>SUB-TOTAL (1.1 + 1.2 + 1.3)</b>	R
1.6	<b>GRAND TOTAL Including VAT</b>	R

NB \* Price quoted must include delivery costs and etc.

**Bidder's Name:** .....

**Position:** ..... **Date:** .....

**Bidder's Signature:** .....

NOTE:

1. Prices will be fixed for the duration of the project.
2. Prices include loading, off-loading, supply, installation and commissioning
3. Evaluation will be conducted per line item
4. Prices must include 15% VAT

COMPANY NAME : \_\_\_\_\_

FULL NAME AND SURNAME  
OF THE BIDDER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

VAT REGISTER NUMBER : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

**DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number .....
- 3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.....

.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars.....

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

Full Names	Identity Number	Personal Reference Tax Number	State Employee Number

**5. DECLARATIONS**

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## 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 TO THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems apply 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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, with the tender will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require either of a tenderer, before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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) “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 80/20

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

**Where**

**Ps = Points scored for price of tender under consideration**

**Pt = Price of tender under consideration**

**Pmin = Price of the lowest acceptable tender**

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2), 5(2), 6(2), and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For 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) If 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 systems.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Category A- Evaluation on B-BBEE points: Highest points to be scored</b>		<b>Claim points below</b>
B-BBEE status 1	<b>= 5 points</b>	
B-BBEE status 2	<b>=2 points</b>	
B-BBEE status 3 to 8	<b>= 1 point</b>	
<b>Category B - Enterprise located within Northwest Province (Locality), Highest points to be scored</b>		<b>Claim points below</b>
Companies in the townships/ remote areas of the Northwest Province, within the local municipality, where goods and services are required. Where goods and services are delivered within the Orbit TVET College, some points are allocated within the District Municipal area. Companies located in the Northwest Province, where multiple delivery points are required.	<b>5</b>	
The company is located within the borders of the Northwest Province, but not within the local municipal area where goods and services are required.	<b>3</b>	
Companies located outside the borders of Northwest Province	<b>0</b>	
<b>Category C, Historically Disadvantaged Individuals, Youth, People living with disabilities, women, Highest points to be scored =10 (Points will be according to the number of shares held by Directors)</b>		
Historically Disadvantaged (HDI)	<b>3</b>	

Youth	<b>3</b>	
People living with disabilities (attach medical report)	<b>2</b>	
Women	<b>2</b>	
<b>Total points</b>	<b>20</b>	

**DECLARATION ABOUT 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 authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualify 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 because 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 the 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 because of that person’s conduct.

(c) Cancel the contract and claim any damages that it has suffered because 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 *audit alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

**4. BID DECLARATION**

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

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

5.1 B-BBEE Status Level of Contributor:.....= .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be reflected in the table reflected in paragraph 4.1 and must be substantiated by the relevant proof of B-BBEE status level of the contributor.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be subcontracted?

(Tick applicable box)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

**6.1.1 If yes, indicate:**

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



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

7.8 I/we, the undersigned, who are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualify the company/ firm for the preference(s) shown, and I/we acknowledge that:

- v) The information furnished is true and correct.
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- vii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- viii) If the B-BBEE status level of the contributor has been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (f) disqualify the person from the bidding process.
  - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (h) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
  - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (j) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
---

**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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.2.1	If so, furnish particulars: _____		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.3.1	If so, furnish particulars: _____		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.4.1	If so, furnish particulars: _____		

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE  
AND CORRECT.

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

.....  
Name/s and surname of Bidder

.....  
Signature

.....  
Position In the Firm/Company

.....  
Date

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 Municipality / Municipal Entity)

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

I certify, on behalf of

: \_\_\_\_\_ that:

(Name of Bidder)

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

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

SECTION 38: DECLARATION FORM

**BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE SITES**

**SECTION 38: DECLARATION FORM**

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

**IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.**

Note that the Municipality’s Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of <b>Section 38 (1) (c)</b> that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of <b>Section 38 (1)(d) (i)</b> that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of <b>Section 38 (1) (d) (ii)</b> that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of <b>Section 38 (i) (9)</b> that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of <b>Section 38 (i) (9) (iv)</b> that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....  
SIGNATURE OF BIDDER

.....  
DATE

.....  
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME: .....

PHYSICAL ADDRESS: .....

TELEPHONE NUMBER: .....

FACSIMILE NUMBER: .....

WITNESS 1: .....

WITNESS 2: .....



**BID NUMBER: C04/2026 – APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE - FOUR SITES**

**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

## **8. Inspections, tests and analyses**

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

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

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

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

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

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

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

9.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's delivery and/or performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. Penalties**

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

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **33. Transfer of contracts**

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

## **34. Amendment of contracts**

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

requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices**

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

## SPECIAL CONDITIONS OF THE CONTRACT

### 1. GENERAL

- SEALED TENDERS will be received by the Supply Chain Management Unit for:
  - **APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY AND INSTALLATION OF BIOMETRIC SYSTEM AT ORBIT TVET COLLEGE – ALL FOUR SITES, CENTRAL OFFICE, RUSTENBURG CAMPUS, MANKWE CAMPUS AND MANKWE CAMPUS.**
- Tender Number: **C04/2026.**
- A Compulsory briefing session will be held on **Wednesday, 29 April 2026** at **10H00am** at ORBIT TVET College – Central Office, Corner Bosch and Fatima Bhatat Street, RUSTENBURG, 0299.
- Tenders shall be submitted in an envelope provided by the service provider not later than **11:00 AM on 15 May 2026.**
- Envelopes containing Tenders should be sealed and marked on the outside as to their contents.
- All index and reference numbers in the Tender Documents are given for the convenience of the Contractor, and such must be taken only as a general guide to the items referred.
- It must not be assumed that such numbering is the only reference to each item, but the tender documents must be read in detail for each item.
- Tenders received by the Supply Chain Management Division later than the specified closing time will not be accepted and will be returned unopened to the tenderer.

### 2. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS

- Should any person contemplating submitting a tender for the proposed Contract require additional information concerning the scope of the work or the manner in which it must be carried out, or should he be in doubt as to the meaning of the Specifications, he may submit a written request to the Supply Chain Management for such additional information or for such interpretation.
- **INFORMATION FOR TENDERERS:** The request will be responsible for its prompt delivery.
- Any information or interpretation for all tenders will not be permitted within 48 hours of closing.
- The Supply Chain Management reserves the right to issue any additional Addenda.
- All Addenda issued during the time of tendering shall be considered in preparing the Tender and in closing the Tender; they shall become a part thereof.

- The College will not be responsible for any verbal instruction given to the service provider during the tendering period.

### **3. PRICES SUBMITTED**

- The tender price or prices quoted in the tender shall be in full compensation for all labour, equipment, materials, utility, and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the tender documents or not.
- Any items omitted therefrom that are necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

### **5. INSURANCE**

- Insurance requirements shall be by Provincial Section INSURANCE, PROTECTION, AND DAMAGE, as amended in General Conditions of Contract (GCC).

### **6. REQUIREMENTS AT THE TIME OF TENDERING**

- Failure of the tenderer to comply with any of the following shall result in the tender being rejected
  - The tenderer shall submit original signed and sealed tender documents.
  - The tenderer shall submit the Pricing Schedule issued with the tender document.
- The name and the signature of the person authorized to bind the tenderer shall be inserted in the space provided in the tender document.

### **7. TENDER OPEN FOR ACCEPTANCE**

- The tenderer shall keep his tender open for acceptance and irrevocable until 90 days have elapsed from the closing date of the tender or a formal contract is executed based on a tender other than this one.

### **8. NOTIFICATION OF CONTRACT AWARD**

- The awarding of the Contract, based on this tender, shall constitute and be an acceptance of this tender, and the College shall notify the successful tenderer of the contract award.

## **9. INFORMAL OR UNBALANCED TENDERS**

- In addition to those errors in the tender that shall result in the tender being rejected, as indicated in Clause 9 of the General Conditions of Contract "REQUIREMENTS AT TIME OF TENDERING", tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the College, may be rejected as informal.
- Tenderers who have submitted tenders that have been rejected by the College because of informalities will be notified of the reasons for rejection. When checking tenders, the following procedures shall be used:
  - If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern, and the total price shall be corrected accordingly.
- If both the unit price and the total price are left blank, then both shall be considered as zero.
- If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- If the total price is left blank for a lump sum item, it shall be considered as zero.
- If the tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected, and the corrected total contract price shall be governed.

## **10. WITHDRAWAL OF TENDERS**

- A tenderer may withdraw their tender at any time up to the official closing time by letter bearing the signature of any person authorized by the tenderer.
- All withdrawn or superseded tenders will be returned unopened.

## **11. ABILITY AND EXPERIENCE OF TENDERERS**

- To help the College in determining the ability of any tenderer, the tenderer shall, within 48 hours after being requested in writing by the Supply Chain Management, furnish evidence satisfactory to the College of the tenderer's experience and familiarity with the work of the character specified and their financial ability to prosecute the proposed work properly to completion within the specified time.
- The evidence requested may, without being limited thereto, include the following:
  - The tenderer's performance record with a listing of work of a similar character and proportions, which he has constructed, giving the name of the owner, date built, and construction cost.

- A tabulation of other work now under contract, giving the location, type, size, required date of completion, and the percent of completion to date of each job.
- An itemized list of the tenderer's equipment available for use on the proposed Contract.
- A listing of the major parts of the work, which are proposed to be sublet.
- The tenderer's latest financial statement.

## **12. EXCLUSION OF TENDERERS DUE TO POOR PERFORMANCE**

- The Unit Manager shall document evidence and advise Supply Chain Management in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms, and conditions, or for Health and Safety violations.

## **13. SINGLE TENDER**

- A single tender may be opened, and the College reserves the right to accept or reject it.

## **14. WARRANTY**

- Warranties shall remain valid for 12 months after the goods have been delivered. Refer to paragraph 15 of GCC.
- The supplier warrants that the goods supplied under this tender are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials.
- The Supplier further warrants that the goods supplied shall have no defect arising from design, materials, or workmanship, or from any act or omission of the Supplier that may develop under normal use of the supplied goods

## **15. PAYMENT**

- The College undertakes to pay out within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.