



**APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES FOR THE PERIOD OF THREE YEARS (A YEAR PROBATION AND RENEWAL SUBJECT TO PERFORMANCE ASSESSMENTS) AT ORBIT TVET COLLEGE-BRITS CAMPUS.**

**TENDER NUMBER: B01/2024**

**CLOSING DATE: 22 MARCH 2024**

**CLOSING TIME: 11H00 AM**

**DATASHEET FOR TENDERERS**

Contact Name	Potential Service Provider to render Physical Security Services for three (3) years ( <b>A Year Probation and renewal subject to performance assessments</b> ) AT ORBIT TVET COLLEGE-BRITS CAMPUS.
Tender Issue Date	<b>29 FEBRUARY 2024</b>
Tender Closing Date:	<b>22 MARCH 2024</b> at 11:00 am
Owner	ORBIT TVET College - Central Office
Address	ORBIT TVET College, Central Office, Fatima Bhayat Street, Rustenburg, 0300
Non-refundable tender document fee(cash)	<i>R50.00 (On Condition that t h e National Treasury The website is not Working)</i>
Open for Acceptance:	90 days From Tender Closing
Compulsory Briefing Meeting:	<b>Brits Campus: Reitz Street North, Brits 0250</b>

**TENDER NO: B01/2024: APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES FOR THE PERIOD OF THREE YEARS (THERE IS A YEAR PROBATION).**

## 1. INVITATION TO BID

1.1 ORBIT TVET College is inviting capable and competent service providers to render Physical Security Services for the period of three (3) years (**A Year Probation and renewal subject to performance assessments**) **AT ORBIT TVET COLLEGE-BRITS CAMPUS.**

1.2 The compulsory Briefing session will be held at Brits Campus. **Brits Campus:Reitz Street North ,Brits 0250**

1.3 The tender documents will be issued as from:

✚ **29 FEBRUARY 2024** and it must be downloaded/viewed on 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 Treasurywebsite is not functioning/working.

1.4 Closing date of tender is on the **22 MARCH 2024 at 11:00 am**

1.5 **Tender must be submitted on the tender documentation that the College issues.**

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

1.7 Bidders must make sure that the original completed bid document is in a sealed envelope, marked **TENDER NO: B01/2024:APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES FOR THE PERIOD OF THREE YEARS (THERE IS A YEAR PROBATION AND RENEWAL SUBJECT TO PERFORMANCE ASSESSMENTS)** is received and deposited in a tender box (**Security Gate**) on or before **22 MARCH 2024** at 11:00 am at the following address: **ORBIT TVET College, Central Office, Fatima Bhayat Street, Rustenburg, 0300**

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## 1. Background

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In accordance with the Strategic Plans for the year 2024, ORBIT TVET College seeks to procure services for rendering physical security services for the period of three (3) years **(A Year Probation Applicable and renewal subject to performance assessments)**.

ORBIT TVET College has four (4) SITES of operation. However, the service above will be at the Brits Campus. **Brits Campus: Reitz Street North, Brits 0250**

Brits Campus has ±3000 students, ±150 staff members, and a moderate number of the public who visit daily. The Campus is entrusted to provide a safe environment to the staff members, students, and visitors and would therefore like to appoint a security service provider, capable of rendering the required services.

ORBIT TVET College invites suitably qualified, appropriately accredited, and interested bidders who have, and can demonstrate, the necessary capacity, to submit proposals and or quotations for the delivery of services as outlined in these terms of reference.

**Please Note:** Any provider that submits late will not be allowed to partake in the competitive bidding process.

## 2. Overall Objectives

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The objective of this Bid is to appoint a suitable Bidder(s) within the security industry who will, amongst others:

- 2.1 Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA).
- 2.2 Deliver a quality and professional security service.
- 2.3 Provide back-up service/s in cases of emergency, without deviation from the awarded Service Level Agreement.
- 2.4 Provide properly trained and registered physical security officers as per the PSIRA requirements.
- 2.5 Provide honest and properly screened physical security officers.
- 2.6 Professionally manage ORBIT TVET College related events against approved divisional budgets (as and when) required.
- 2.7 Assume full liability for direct damages, as well as indirect / consequential / special damages incurred by ORBIT TVET College due to the malicious,

intentional, fraudulent, reckless, or grossly negligent acts or a breach of the confidentiality provisions of the Service Level Agreement (SLA) by the contracted Bidder(s).

### 3. Scope of Work

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Successful Bidder(s) will be required to provide the following Services in a diligent manner-

- 3.1 On-site patrolling of Commission premises and ensuring protection during the day, night, weekends, and holidays.
- 3.2 Conduct patrols for specified events as and when required.
- 3.3 Effectively respond to emergencies and the recording, investigation, and reporting of security breaches and incidents, including the recommending of solutions within prescribed timeframes.
- 3.4 The detection and response to security breaches and incidents.
- 3.5 Provision of a daily, weekly, and monthly report outlining occurrences, security breaches, safety emergencies, incidents, and emergencies. The monthly report must be submitted to the ORBIT TVET College Authorised Representative or his / her appointed delegate.
- 3.6 Conducting of personnel, event, and site risk assessments, both proactively and reactively, in line with ORBIT TVET College operational requirements as and when required for submission to the ORBIT TVET College Authorised Representative.
- 3.7 Specified events: If ORBIT TVET College requests the successful security service provider, ORBIT TVET College will state in its written request the number and grading of officers needed to perform the Special Security Services. The successful security service provider shall comply with such request within **twenty-four (24) hours** of receipt of the request or such shorter time as may be agreed to between the Parties. All terms and conditions of the SLA shall apply to the performance of the Services supplied consequent to such a request.
- 3.8 ORBIT TVET College requires Grades C and B in terms of the PSIRA grading as well as relievers for Grade C.

#### **Service Coverage Hours**

- 3.8.1 The Services **MUST** be provided 24 hours, **7 days a week, and 365 days a year or as agreed.**

### **3.9 Successful Bidders' Personnel**

The successful security service provider(s) must ensure that every security officer assigned to provide the services at ORBIT TVET College premises complies with the following requirements:

- 3.9.1 All officers must be registered with PSIRA.
- 3.9.2 The successful security service provider must issue an Identification Card to Security Officers deployed at ORBIT TVET College containing as a minimum, the name, surname, and PSIRA registration number relevant security officer.
- 3.9.3 The successful service provider(s) must ensure that security officers deployed at ORBIT TVET College sites are rotated on an annual basis or as and when requested by ORBIT TVET College based on identified security risks.

### **3.10 Medical / Fitness Requirements**

- 3.10.1 Security Officers must undergo medical and physical fitness examinations at least once per year and submit proof of such to the Authorised ORBIT TVET College representative and or delegate, as per the successful Bidder's guidelines.

### **3.11 Uniforms (Corporate Wear)**

- 3.11.1 Security Officers must always wear a uniform whilst performing the Services at ORBIT TVET College premises and or events.
- 3.11.2 The successful Bidder(s) must issue sufficient uniforms (a minimum of 3 sets per posting/duty roster) to ensure Security Officers are always presentable, without recovering the uniform costs from the Security Officers. (including provision for winter uniform)
- 3.11.3 The uniforms of the Security Officers must be clean and always worn properly with name tags and PSIRA numbers visible.

### **3.12 Training**

The successful Bidder(s) must ensure that-

- 3.12.1 All Personnel have access to trainers, moderators, and assessors in accordance Safety and Security Sector Education and Training Authority (SASSETA).

### **3.13 Acts that are Prohibited While on Duty**

The successful Bidder(s)' Security Officers must not-

- 3.13.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty.
- 3.13.2 Report for duty whilst under the influence of any intoxicating substance.

- 3.13.3 Sleep while on duty.
- 3.13.4 Leave a post unattended without the supervisor's permission.
- 3.13.5 Fight on site and argue without reason given ORBIT TVET College's employees or visitors.
- 3.13.6 Be dishonest at any time during the contract term.
- 3.13.7 Commit a Security Incident.
- 3.13.8 Aid and abet in the commission of a Security Incident.
- 3.13.9 Use or remove ORBIT TVET College's equipment without permission.
- 3.13.10 Use unauthorized personal electronic devices (i.e., cell phones, tablets, etc.) or illegal electronic connections whilst attending to internal and external stakeholders.
- 3.13.11 Allow access to ORBIT TVET College Premises without authority by Authorised ORBIT TVET College representative and or delegate.
- 3.13.12 Consume food at allocated posts whilst on duty.

### **3.14 Management Responsibilities**

Management and supervisors of the successful bidder(s) must ensure the following:

- 3.14.1 Security Officers assigned at ORBIT TVET College premises and or events are properly trained, fit for purpose, reliable, of reputable background, of sound character, and able to perform their duties.
- 3.14.2 Security officers must conduct proper handovers for all applicable shifts.
- 3.14.3 No security officers deployed at ORBIT TVET College have criminal records.
- 3.14.4 All security officers conduct themselves in a disciplined and professional manner, as required by the Code of Conduct for Security Service Providers, 2003 and the successful Bidder's own Disciplinary Code and Procedures, whenever they are at an ORBIT TVET College premises and or event.
- 3.14.5 All security officers and Personnel do not dishonestly conduct themselves.
- 3.14.6 All security officers assigned to ORBIT TVET College premises and or events are of the required security level grading.
- 3.14.7 All security officers are aware of all instructions issued by the relevant ORBIT TVET College Representative or his delegate, and it is recorded in the Occurrence Book, instruction book, and signed by the security officer on duty.
- 3.14.8 All security officers are reported to the ORBIT TVET College Representative or his delegate immediately and replacements are trained on Site instructions and procedures.

- 3.14.9 All security officers conduct searches (against organizational assets) within the confines of the law, and according to standard operating procedures and instructions of the ORBIT TVET College.
- 3.14.10 Incident investigation reports are prepared and submitted to the relevant ORBIT TVET College Authorised Representative within four (4) hours of the Incident, Security Breach, or Emergency occurring.

### **3.15 Management Meetings**

- 3.15.1 The successful Bidder(s) is expected to allocate a Contract Manager on a non-exclusive basis to ORBIT TVET College for operational matters.
- 3.15.2 The successful Bidder(s) must provide ORBIT TVET College with a monthly report containing a consolidated record of all Security Incidents and Emergencies at CCSA Premises and or events during a month on a template specified by ORBIT TVET College. The report will be validated, and quality controlled by the Contract Manager.
- 3.15.3 The successful Bidder(s)' Contract Manager and the relevant ORBIT TVET College Authorised Representative or his/her appointed delegate shall meet for a minimum of once a month, or as and when required.
- 3.15.4 Authorised Representative or his/her appointed delegate should meet a minimum of once every six (6) months to discuss the overall performance of Services.
- 3.15.5 At the first meeting between the Parties, they will Agree on the place, time, and venue of subsequent meetings, and any proposed additions and amendments to the standard operating procedures submitted by the successful bidder(s), which shall include as a minimum: rostering/scheduling, dress code, and code of conduct.
- 3.15.6 The successful Bidder(s) will be responsible for the correct recording of the meeting proceedings of the meetings envisaged under this paragraph and the keeping of minutes.
- 3.15.7 The successful Bidder(s) shall deliver the minutes and record of the meeting proceedings to ORBIT TVET College within two (2) Business Days after the date of the meeting or such shorter period as ORBIT TVET College may prescribe in its absolute discretion, for ORBIT TVET College's perusal and verification.
- 3.15.8 ORBIT TVET College may call an unscheduled meeting with the successful Bidder(s) or its Contract Manager(s) to discuss any matter regarding the performance of Services, at its sole discretion.

### **3.16 Successful Bidder(s)' General Obligations**



The successful security service provider(s) must ensure that its Personnel is available when an ORBIT TVET College Authorised Representative contacts the successful security service provider.

- 3.16.1 Ensure all Incidents, security breaches, and emergencies are reported.
- 3.16.2 Ensure that incidents, security breaches, and emergencies at an ORBIT TVET College Premises and or event and /or ORBIT TVET College personnel are fully recorded.
- 3.16.3 Prepare an incident report within four (4) hours after every incident for ORBIT TVET College's perusal.
- 3.16.4 The incident report contains the following information-
  - a) Date of incident.
  - b) Details of the security officer who provided the service as well as names of the involved parties (where applicable).
  - c) Address of ORBIT TVET College premises and or event and/ or ORBIT TVET College personnel were Incident, security breach.
  - d) The nature of the incident/security breach or emergency.
  - e) Relevant remarks and.
  - f) An incident reference number.

### **3.17 Emergency Evacuation Plan**

The successful Bidder(s)' Security Officers assigned to perform the Services at an ORBIT TVET College Premises and or events and/or to ORBIT TVET College personnel must adhere to the standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), to this extent,

Security Officers must have a working knowledge of and submission of certificates of the security personnel deployed to ORBIT TVET College upon execution of the SLA for the following:

- 3.17.1 Basic Fire Fighting Skills.
- 3.17.2 Basic First Aid Skills.
- 3.17.3 Basic Occupational Health and Safety Procedure.
- 3.17.4 Basic reaction procedures to power failures on an ORBIT TVET College Premises and or event

Furthermore, the bidders must provide:

- 3.17.5 Evacuation plans of the ORBIT TVET College Premises and or event where the Security Officer is stationed; and
- 3.17.6 An ORBIT TVET College Premises Management File

3.17.7 3.17.7. An ORBIT TVET College Premises Site emergency plan.

3.17.8 Emergency telephone numbers

### **3.18 Partly Covered or Uncovered Shifts**

3.18.1 The successful security service provider(s) shall ensure that all security officers assigned to a shift report for duty on time. Late coming shall be regarded as a partially covered or uncovered shift.

3.18.2 Whenever a security officer is late or absent for a shift, the incident must immediately be reported to the ORBIT TVET College Authorised Representative and a reliever must be deployed on a site within one (1) hour.

3.18.3 Bidder must submit a draft deployment plan.

3.18.4 The reliever security officer shall not be a person who has just performed the Services elsewhere or at a Site immediately before the shift of the late or absent Security Officer. All training and induction are to be recorded and signed by the security officers in the Occurrence Book, as well as ORBIT TVET College Premises Management File.

3.18.5 The reliever security officer must be of the same quality and grading level as the absent security officer.

3.18.6 The reliever security officer must be trained on site instructions and procedures, before the placement.

3.18.7 Contingency plans must be developed and implemented at all ORBIT TVET College Premises about short or late postings.

### **3.19 Communication**

3.19.1 Successful security service provider(s) must ensure that the security supervisor has a cellular phone with data and or airtime [minimum of one (1) per site] and is always fully functional strictly for communication with the office and not for personal use whilst on duty; and

3.19.2 Successful security service provider(s) must ensure that there is communication between security officers, always assigned to ORBIT TVET College.

3.19.3 The details of communication mechanisms to be utilized must be submitted to ORBIT TVET College before the assignment commences.

3.19.4 The service provider will provide all required equipment. The list of equipment required is not limited to the below items:

**a) Uniform**

**b) Vehicle/(s)**

**c) Firearms**

- d) **Torches/Flashes**
- e) **Two-way radio or cell phones**
- f) **Batons and handcuffs**
- g) **Set of Rain Suits**
- h) **Pepper Guns**
- i) **Liquid Based Pepper Spray**
- j) **Bullet Proof Vests**
- k) **Hand Held Metal Detectors**
- l) **Whistles**
- m) **Access Track Integri-Register/hand-held license scanning solution/devices**
- n) **Points of Clocking Devices**
- o) **Stationery in relation to the Officers' duties such Occurrence and Pocketbooks**

### **3.20 Security Equipment**

The successful security service provider(s) must ensure that-

- 3.20.1 A monitoring device (electronic guard patrol system that remains online) monitors the Security Officers patrolling ORBIT TVET College premises and these are fully functional.
- 3.20.2 The Security Officers have working secure communication tools (i.e., Two-way radios)
- 3.20.3 Scheduled and agreed patrol plans must always be adhered to
- 3.20.4 All stationery in relation to the Officers' duties such Occurrence and Pocketbooks must be provided by the successful Bidder(s).
- 3.20.5 Access Track Integrity-Register/Handheld license scanning devices.
- 3.20.6 Points of Clocking Devices

### **3.21 Contingency Plans**

The service provider must have contingency plans to cover the following scenarios:

- 3.21.1 Labour action/Strike by the service provider security personnel
- 3.21.2 Provision of extra security officers to assist ORBIT TVET College in the event of strikes/labour unrests situated at ORBIT TVET College premises.
- 3.21.3 A detailed contingency plan will be agreed upon between the service provider and ORBIT TVET College Representative or delegated person, the approval will detail the contingency plan and staff components required, within one month from the date of appointment.

### **3.22 Protection Services**

3.22.1 The service provider will be required to provide protection services as and when required by ORBIT TVET College. The protection services may include, but not be limited to the following:

3.22.1.1 Protection of ORBIT TVET College site and premises

3.22.1.2 Protection of assets, information, and employees

3.22.1.3 Provide escort service where the need arises.

### **3.23 Notification of Disciplinary Action / Hearings**

3.23.1 The successful Bidder(s) must inform the ORBIT TVET College's Authorised Representative or his/her appointed delegate of any disciplinary action taken against a Security Officer and or Security Supervisor deployed to ORBIT TVET College in terms of this bid document referred to as Terms of Reference.

3.23.2 Withholding such information shall constitute a serious breach of the SLA that could lead to termination of the contract.

### **3.24 Information Detrimental to ORBIT TVET College's Security**

3.24.1 The successful Bidder shall immediately inform the ORBIT TVET College's Authorised Representative, his/her appointed delegate of any information in its possession, or that it ought reasonably to be aware of, that is detrimental to ORBIT TVET College's physical security or safety.

### **3.25 Instructions and Requests**

3.25.1 The successful Bidder(s) and its Personnel, assigned to the delivery of the Services, must adhere to reasonable written requests and instructions by the ORBIT TVET College's Authorised Representative and/or his/her appointed delegate.

### **3.26 Removal of Information / Property**

3.26.1 The successful Bidder(s)' Personnel must not remove any ORBIT TVET College Information and/or Personal Information and or ORBIT TVET College's property without the written authority of the ORBIT TVET College's Authorised Representative or his/her appointed delegate.

### **3.27 Compliance with Labour Laws and Codes of Practice**

3.27.1 The successful security service provider(s) shall ensure compliance with all labour laws and pertinent codes of practice applicable in the Republic of South Africa regarding employment contractual relationship with its Security Officers operating at an ORBIT TVET College Premises during the contract term.

3.27.2 This includes, but is not limited to, payment of remuneration (including bonus, shift allowance, overtime, and applicable increases) timeously per the relevant

employment agreement and at the minimum wage rates as prescribed by PSIRA; provision for leave (sick, annual, paternity, maternity etc.); registration of Security Officers under provident/pension fund and payment of employer's contributions thereunder, as stipulated in the Sectorial Determination: Private Security Sector, South Africa published under the applicable Government Gazette, as amended.

3.27.3 The successful security service provider(s) shall further ensure that, throughout the duration of the SLA, they ensure compliance with all laws of Republic of South Africa.

3.27.4 Failure to comply with labour laws and codes of practice as stipulated in paragraphs 3.25.1 and 3.25.2 hereof shall constitute a material breach of the SLA and shall entitle ORBIT TVET College to terminate the Services among other remedies.

**4. The appointed security guards will be expected to carry out the following duties.**

Quantity	Description	Staff requirements
<b>Security guards</b>  <b>1 x Supervisor</b>  <b>6 x Males</b>  <b>4 x Females</b>  <b>1 X Patrol Car</b>	<b>Day Shift from 6h00 to 18h00</b>  <b>Monday – Sunday</b>	<b>1 x Grade B officer:</b> To monitor and control the Campus and do patrols.  <b>6 x Grade C officer:</b> To work at the main gate, student entrance control, patrol premises perimeter fence, and main gate.  <b>4 x Grade C officer:</b> to work at the Exit gate and patrol premises student's residences and perimeter  Respond only when there are urgent cases reported.
<b>Security guards</b>  <b>4 x Males</b>  <b>2 x Females</b>  <b>1 x Supervisor</b>  <b>1 X Patrol Car</b>	<b>Night Shift from 18h00 to 6h00</b>  <b>Monday – Sunday</b>	<b>1 x Grade B officer:</b> To monitor and control the Campus and do patrols.  <b>2 x grade C officer (Female):</b> To work at the Main gate.  <b>4 x grade C officer (male):</b> To work at the Main gate.  To monitor vehicles, check student/visitor entrance control, patrol premises, guard college, personnel, and visitor's vehicles to scan disc and license(driver)  All officers must be armed according to what is specified under service requirements.  Two officers must have dog handler's certificates, inclusive of a dog during the night shift.

		<p>One Bakkie vehicle with a canopy patrolling at all times to patrol through the entire night premises and for a quick response in the case of burglary and theft.</p> <p>Security company must install <b>Clocking point tacks (<i>Quantity to be determine on appointment</i>)</b> at all corners of every building informed by the clients and scan the point scanner every 30 minutes at night.</p> <p>The full monthly <b>tracking</b> report must be submitted to the Campus Manager/HOA when the invoice is submitted.</p> <p>Security officers must issue all visitors with visitor's cards in a lane yard and search all the vehicles entering and leaving the premises. Utilize the hand-held metal detectors to do the search.</p> <p>The security officers must also maintain a register containing the full particulars of all visitors daily. Access Track Integri-Register/hand-held license scanning solution/devices will be utilized.</p> <p>Area Manager must have monthly meetings with the Campus Manager/HOA.</p> <p>Security officers should search all students entering the premises.</p> <p>The riots reaction must be available within an hour on request.</p>
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## 5. Delivery of Goods

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4.1 The duration of the contract will be **three (3) years** but is **subject to probation of a year and half yearly performance review**.

## 6. Profile of The Service Provider

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The Service Provider must clearly demonstrate the capacity to deliver the services for which they are quoting. ORBIT TVET College reserves the right to ask for documentation to prove the financial capacity of the Services Provider appointed.

## 7. Contractual Obligations

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- 7.1 All bidders must complete and submit SBD 3.3 as well as the applicable annexure (Pricing schedule). **ALL ANNUAL ESCALATIONS MUST BE INCLUDED IN THE TOTAL BID PRICE.**
- 7.2 In the case of the service provider using sub-contractors, the former will be responsible for ensuring the delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 7.3 Unsatisfactory performance can result in ORBIT TVET College invoking its right to terminate the contract. Bidder will be subjected to review at least twice a year - in terms of measuring satisfactory performance.
- 7.4 Bidder must adhere to the Protection of Personal Information (POPI) Act.
- 7.5 The successful Bidder(s) will be required, on or before the effective date of the SLA and for the duration of the SLA, to have and maintain in force:
  - 7.5.1 third party liability insurance cover of three million rands (R3 000 000.00) against all actions, suits, claims, or other expenses arising in connection with damages or loss (including death) suffered by a third party as a result of negligence on the part of the successful Bidder, its employees, subcontractor, or any person engaged by the successful Bidder to provide the Services or component thereof; and
  - 7.5.2 professional indemnity insurance covers a minimum of five hundred thousand rand (R500 000.00) per Security Incident against all actions, suits, claims, or other expenses arising in connection with damages or loss suffered by ORBIT TVET College because of breach of the terms and conditions of the SLA in providing the Services or component thereof.

## 8. Absence of Obligation and Confidentiality

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8.1.1 No legal or other obligation shall arise between the service provider and ORBIT TVET College unless/until both parties have signed a formal contract or Service Level Agreement in place.

8.1.2 The Contract site is at ORBIT TVET College, Brits Campus, **Brits Campus:Reitz Street North ,Brits 0250**

## 9. Workmen and Supervision on SITE

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9.1.1 The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

## 10. Evaluation Criteria

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### 11. Evaluation criteria

#### 11.1 Functionality as pre-qualification

**A bid that scores less than 70 points in respect of functionality will be regarded as submission of a non-responsive Bid and will be disqualified.**

No	Qualifying Criteria for Short Listing	Points
1.	<b>Client Organisations</b>	30



1.1	<p><b>List of 6</b> reference letters for similar services from <b>current/previous experience clients</b> to be contacted including the names of the contact persons and their telephone numbers/e-mail addresses.</p> <p>One reference <b>(5 points)</b>  Two references <b>(10 points)</b>  Three references <b>(15 points)</b>  Four references <b>(20 points)</b>  Five references <b>(25 points)</b>  Six references <b>(30 points)</b></p> <p>Each reference letter must include the following information: Client name and industry; The contact person, a contactable email address and company business address; Contract period with a minimum of 2 years. The total contract value for the period of the contract State the number of personnel who were employed to deliver the Services, and a Brief description of the project scope.</p> <p>ORBIT TVET College reserves the right to validate the above information with the individual client organizations as part of due diligence.</p>	
2.	<b>Infrastructure and Capability</b>	10
2.1	<p>The Bidder must indicate how many Security Officers, registered under their name at PSIRA, are available for the execution of the Services.</p> <ul style="list-style-type: none"> <li>- Bidder to provide a <b>minimum of 20</b> registered officers = <b>10 points</b></li> <li>- Less than 20 registered officers = <b>5 points</b></li> </ul>	
2.2	<ul style="list-style-type: none"> <li>- Valid <b>ICASA</b> License for security communication company name. =<b>3 point</b></li> <li>- Skills profile of the security supervisor and his/her assistant. We expect them to have first aid and firefighting skills. =<b>2 points</b></li> <li>- Access/availability of armed reaction cars within reasonable time maximum of 30 minutes. =<b>3 point</b></li> <li>- Provide proof of ownership/lease agreement of at least three (3) years of all required equipment (<b>Refer to 3.19.4</b>). =<b>15 points</b></li> <li>- Crowd control procedures and experience. =<b>2 point</b></li> </ul>	25
3.	<b>Services' Offering</b>	5
3.1	<p>The Bidder must submit a service delivery methodology that defines in detail how the Bidder will-</p> <ul style="list-style-type: none"> <li>- Deploy security officers at the ORBIT TVET College premises</li> <li>- Effectively respond to emergencies - Record, Investigate, and report security Incidents and recommend solutions.</li> <li>- Draft deployment plan</li> </ul> <p>No information submitted = <b>0 points</b>  The Bidder submitted a detailed delivery methodology addressing "all" elements listed = <b>5 points</b></p>	

3.2	<p>The Bidder should submit samples of draft daily, weekly, and monthly reports outlining Incidents and Emergencies per Site.</p> <ul style="list-style-type: none"> <li>- The Bidder submitted 2 (weekly and monthly) out of 3 sample reports outlining Incidents and Emergencies per premises = <b>2 points</b></li> <li>- The Bidder submitted 3 sample reports (daily, weekly, and monthly) outlining Incidents and Emergencies per Site = <b>3 points</b></li> </ul>	5
3.3	<p>The Bidder must provide a detailed process flow on how a site risk assessment is conducted. Format to include, but not limited to, the purpose, background, process followed facility appreciation, findings, conclusion, and recommendations. Bidders must also provide one (1) sample of a risk assessment report for a site.</p> <p>-Submitted a detailed process flow on how to conduct a site risk assessment = <b>5 points</b>          -No Sample report submitted = <b>0 points</b></p>	5
3.4	<p>The Bidder must submit a detailed contingency plan to cover the following scenarios:</p> <ul style="list-style-type: none"> <li>- Labour action/Strike by the service provider security personnel. = <b>5 points</b></li> <li>- Provision of extra security officers to assist ORBIT TVET College in the event of strikes/labour unrests situated at ORBIT TVET College premises. = <b>5 points</b></li> </ul>	10
3.5	<p>The Bidder must submit an approved training plan and/or procedure to qualify and re-qualify its Security Officers, as prescribed by PSIRA.</p> <ul style="list-style-type: none"> <li>- Submitted a training plan and/or procedure as prescribed by PSIRA. = <b>5 points</b></li> </ul>	5
3.6	<p>The Bidder must submit a management structure to support the Services provided to ORBIT TVET College. The structure should include a short description of the duties of each member. The structure should include inter alia-</p> <ul style="list-style-type: none"> <li>- Key contact person or Contract manager</li> <li>- Supervisors Day and night shift</li> <li>- Site Manager overseeing the services.</li> </ul> <p>A submitted management structure that includes all 3 members to support the Services with no description of their duties. = <b>2 points</b>          A submitted management structure that includes all 3 members to support the Services with the description of their duties. = <b>5 points</b></p>	5
<b>TOTAL POINTS</b>		<b>100</b>

Prospective suppliers must provide sufficient proof/documents to justify awarding the above points, and such proof should include details of contactable references. Points will be awarded on a sliding scale, depending on the evidence provided.

**NOTE: Exposure in the Education sector will be advantageous.**

**Price and Preferential Points Scoring System**

The 80/20 preference point system shall be applicable as followings:

- Price 80
- A maximum of 20 points will be provided as per the table below.
- The points scored by the tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

- Only the bidder with the highest number of points scored may be selected for an award.

#### Preferential Points Scoring Goals:

No	Preferential Goals	Points Scoring		Means of Verification
		Allocation	Total	
1	Black People	3	<b>3</b>	CSD reports
2	Women	3	<b>3</b>	CSD reports
3	Persons with Disability	2	<b>2</b>	Original or Certified Copy of a certificate/confirmation of a disability status
4	BBBEE	5	<b>5</b>	BBBEE
5	Youth (Age<=35 years)	2	<b>2</b>	CIPC/CSD/BBBEE
6	Enterprise Location		<b>5</b>	Recent Municipality account or Local Authority Letter for confirmation of Local Address (Not Older than 3 months).
	Municipality	5		
	North West	3		
	Outside North West	0		
	<b>TOTAL</b>	<b>20</b>	<b>20</b>	

Bidders are required to furnish documentary proof to the satisfaction of ORBIT TVET College that the claims for the above preferential goals are accurate.

Non-submission of the documentary proof will lead to zero (0) points on specific/preferential goals.

Points will be allocated based on the percentage ownership per goal.

To facilitate a transparent selection process that allows equal opportunity to all service providers, ORBIT TVET College will adhere to its policy on the appointment of service providers.

## 11. Bidding Conditions

The ORBIT TVET College Supply Chain Management Policy will apply.

1. **If any of the following bid forms are not completed fully and signed or not handed in with your bid on closing date and time, your bid will be immediately disqualified.**
  - **SBD 1** (Invitation to bid) (make sure it is signed).
  - **SBD 3** pricing Schedule If not filled; please refer to Annexure or Addendum where the price is mentioned.
  - **SBD 4** (Declaration of interest, ensure that it is signed)
  - **SBD 6.1**(Preferential Claim Form) must be signed regardless of points claimed or not ensure that it is signed.
  - **SBD 8** (Declaration of bidder past supply chain management practices ensure that it is signed.
  - **SBD 9** (Bid Rigging) Make sure it is signed and completed.
2. ORBIT TVET College does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
3. The Service Provider must submit proof of registration on the Centralised Supplier Database (CSD) of the treasury.
4. Quotations submitted are to hold good for a period of 90 days.
5. **Deregistered and blacklisted companies including directors/owners/individuals linked to the company will not be considered. Due diligence will be conducted with successful bidders to validate submitted information.**
6. Counter offers by service providers shall not be considered and shall therefore nullify the offer to the company.
7. ORBIT TVET College reserves the right to amend the terms of reference before the closing date of the bid or to award whole or part of the bid to one or more service providers or to cancel the bid in whole, as well as to adjust the quantities before the final award is made.

## 12. Special Terms & Conditions

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- It is expected that the appointed bidder must be able to deliver the services within the agreed date from the day of the tender awarded.
- The appointed service provider will be expected to **provide valid personnel PSIRA certificate, police Clearance, and Fire Arm Permit.**
- ORBIT TVET College does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- The bid/tender shall be valid and open for acceptance for 90 days from the date of closing of the tender.
- Deregistered and blacklisted companies including directors/owners/individuals linked to the company will not be considered. Due diligence will be conducted with successful bidders to validate submitted information.
- Counter offers by service providers shall not be considered and shall therefore nullify the offer to the company.
- ORBIT TVET College reserves the right to amend the terms of reference before the closing date of the bid or to award whole or part of the bid to one or more service providers or to cancel the bid in whole, as well as to adjust the quantities before the final award is made.
- Tender must be submitted on the tender documentation issued by the College.
- Prospective suppliers must provide sufficient proof/documents to justify awarding the above points, and such proof should include details of contactable references. Points will be awarded on a sliding scale, depending on the evidence provided.
- NOTE: Exposure in the Education sector will be advantageous. The College has the right to appoint or not to appoint a service provider for this project. The College will not necessarily accept the lowest quotation in part or full; it will be at the College's discretion to appoint the most suitable service provider who will add value to the institution.
- To facilitate a transparent selection process that allows equal opportunity to all service providers, ORBIT TVET College will adhere to its policy on the appointment of service providers.
- The College will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bids.
- Travelling costs and time spent or incurred between home and office of consultants will not be for the account of the College.
- The College undertakes to pay out within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation or 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.

- The contract shall be for **three (3) years (A Year Probation Applicable and renewal subject to performance assessments)**.
- The College reserves the right to terminate the contract by giving one month's notice in writing.
- ORBIT TVET College reserves the right to ask for documentation to prove the financial capacity of the bidder.
- Deregistering and blacklisted companies including directors/owners/individuals linked to the company, will not be considered.
- No telephone or facsimile will be accepted for submission.
- Any means of attempting to influence the adjudication process or outcome of the adjudication process will result in immediate disqualification of the entire bid.
- Inquiries should be made in writing.
- Bid Documents for participation can be downloaded from [www.etenders.gov.za](http://www.etenders.gov.za)
- All bid submissions must be done in hard copy.
- **Note: Blacklisted companies appearing on the national treasury database are prohibited from conducting business with public entities and will be disqualified.**

### 13. Statutory Non-Technical Mandatory Requirements

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13.1 Failure **to submit the below-mentioned documents along with your bid by the closing date and time will result in immediate disqualification of your bid.**

- Valid company PSIRA (Private Security Industry Regulatory Authority) certificate.
- Valid PSIRA letter of good standing.
- Valid PSIRA Certification (Directors/Partners/Members)
- Fire Arm Ownership (Company)
- Fire Arm Competency (Director)
- Valid Proof of Insurance Cover (**Public Liability**).
- Valid UIF: Certificate of compliance.
- Valid Workman's Compensation letter of good standing.
- Valid Tax-compliant status **with pin**.
- Valid Proof of business ownership/CIPC certificate.
- Valid Certified copies of the directors' identity document.
- Valid proof of business address (**Lease Agreement or Utility** Bill in the Company Name).
- CSD REPORT

**Please note: 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 three months.

ANY MEANS OF ATTEMPTING TO INFLUENCE THE ADJUDICATION PROCESS OR OUTCOMES OF THE ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BID.

**Please Note: *Blacklisted companies appearing on the National Treasury database and prohibited from conducting business with public entities, will be disqualified.***

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	B01/2024	CLOSING DATE:	22 MARCH 2024	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES FOR THE PERIOD OF THREE YEARS (A YEAR PROBATION AND RENEWAL SUBJECT TO PERFORMANCE ASSESSMENTS AT ORBIT TVET COLLEGE- BRITS CAMPUS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
ORBIT TVET COLLEGE – CENTRAL OFFICE					
CNR FATIMA BHAYAT AND BOSCH STREET					
RUSTENBURG					
0299					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR. T MOTLHAGA SCM MANAGER		CONTACT PERSON	Mr. C CHAAUKE	
TELEPHONE NUMBER	014 597 5515		TELEPHONE NUMBER	014 597 5524	
FACSIMILE NUMBER	014 592 7013		FACSIMILE NUMBER	014 592 7813	
E-MAIL ADDRESS	<a href="mailto:tmotlhaga@orbitcollege.co.za">tmotlhaga@orbitcollege.co.za</a>		E-MAIL ADDRESS	<a href="mailto:cchaauke@orbitcollege.co.za">cchaauke@orbitcollege.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
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]  <div> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <div> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div>
--	--	--	--

TICK APPLICABLE BOX]

☐ Yes☐ No

B-BBEE STATUS LEVEL SWORN  
AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes☐ 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>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR <b>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>
--	--	--	---

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED  
SUPPLIER FOR **THE GOODS**  
/SERVICES /WORKS  
**OFFERED?**

1

Yes

1

No

[IF YES, ANSWER THE  
QUESTIONNAIRE BELOW 1

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 REGISTER AS PER 2.3 BELOW.**

☐ 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 REGISTER AS PER 2.3 BELOW.**

**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](http://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."

**NB: 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. company resolution)

DATE: .....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**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.....
Closing Time 11:00	Closing date.....

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)? *YES/NO		
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" include value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies.

\*Delete if not applicable

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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.....
Closing Time 11:00 .....	Closing date.....

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

ITEM NO. ** (ALL APPLICABLE TAXES INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
--	----------	-------------	---------------------------

- 
- Required by: .....
  
  - At: .....
  - Brand and model: .....
  - Country of origin: .....
  
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery: .....
  - Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

# PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

## SBD 3.2

### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**

NAME	OF
BIDDER:.....	BID NO.:
CLOSING TIME 11:00 CLOSING DATE.....	

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

ITEM	DESCRIPTION	BID PRICE IN
RSA CURRENCY		
NO		** (ALL APPLICABLE
TAXES INCLUDED		

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases including all expenses inclusive of all applicable taxes for the project.  
R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE  
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HERE

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example, rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT:
_____	.....	.....	R
_____	.....	.....	R
_____	.....	.....	R
TOTAL R.....			

All applicable taxes” include value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies.

5.2 Other expenses, for example, accommodation (specify, eg. Three-star hotel, bed, and breakfast, telephone cost, reproduction cost, etc.). Based on these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R
-----	.....	.....	R
-----	.....	.....	R
TOTAL: R.....			

6. Period required for commencement with the project after Acceptance of bid  
.....
7. Estimated person-days for completion of project  
.....
8. Are the rates quoted firm for the full period of the contract? **\*YES/NO**
9. If not firm for the full period, provide details of the basis on which Adjustments will be applied, for example, the consumer price index.  
.....



NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA
	** (ALL APPLICABLE TAXES	

- | 4. PERSON AND POSITION | HOURLY RATE | DAILY | RATE |
|------------------------|-------------|-------|------|
| -----                  | .....       | ..... | R    |
| -----                  | .....       | ..... | R    |
| -----                  | .....       | ..... | R    |
| -----                  | .....       | ..... | R    |
| -----                  | .....       | ..... | R    |

- R----- days
- R----- days
- R----- days
- R----- days

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DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R
-----	.....	.....	R
-----	.....	.....	R
-----	.....	.....	R

TOTAL: R.....

\*\* " All applicable taxes" include value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions, and skills development levies.

5.2 Other expenses, for example, accommodation (specify, eg. Three-star hotel, bed, and breakfast, telephone cost, reproduction cost, etc.). Based on these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R
-----	.....	.....	R
-----	.....	.....	R
-----	.....	.....	R

TOTAL: R.....

6. Period required for commencement with the project after acceptance of bid  
.....

7. Estimated man-days for completion of project  
.....

8. Are the rates quoted firm for the full period of the contract?  
\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example, the consumer price index.

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

## DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity ..... Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company ..... /Registration ..... Number:  
.....

2.5 Tax ..... Reference ..... Number:  
.....  
...

2.6 VAT ..... Registration ..... Number:  
.....

- 2.6.1 The names of all directors/trustees/shareholders/members, their identity numbers, tax reference numbers, and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.<sup>1</sup>“State” means –  
(a) Any national or provincial department, national or provincial public entity,

- or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) National Assembly or the National Council of Provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder

**YES / NO**

Presently employed by the state?

2.7.1 If so, furnish the following particulars: Name of person/director/trustee/shareholder/member:.....

...

Name of state institution at which you or the person Connected to the bidder is employed: .....

Position occupied in the state institution:.....

Any other particulars:

.....

.....

.....

2.7.1.1 If you are currently employed by the state, did you obtain

**YES / NO**

The appropriate authority to undertake remunerative Work outside employment in the public sector? If yes, did you attach proof of such authority to the bid document?

**YES/ NO**

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

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

.....

.....

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

**YES / NO**

Trustees / shareholders/members or their spouses conduct Business with the state in the previous twelve months?

2.7.3 If so, furnish particulars:

.....

.....

.....  
Do you, or any person connected with the bidder, have

**YES/NO**

Any relationship (family, friend, other) with a person Employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,

**YES/NO**

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors/trustees/shareholders/members

**YES/NO**

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

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 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**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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



applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where 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=5</b>			<b>Claim points below</b>
B-BBEE status 1	= 5 points		
B-BBEE status 2	=2 points		
B-BBEE status 3 to 8	= 1 point		
<b>Category B - Enterprise located within North West Province(Locality) Highest points to be scored=5</b>			<b>Claim points below</b>
Companies in the townships/ remote areas of the North West Province, within the local municipality, where goods and services are required.  Where goods and services are delivered within the Orbit TVET College same points are allocated within the District Municipal area.  Companies located in the North West Province where multiple delivery points are required.	5 points		
Company is located within the borders of the North West Province, but not within the local municipal area where goods and services are required.	3		
Companies located outside the borders of North West Province	0		

<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)	3	
Youth	3	
People living with disability( attach medical report)	2	
Women	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name \_\_\_\_\_ of  
company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

#### 4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

4.6. I, the undersigned, who is duly 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, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of 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 as a result of that person’s conduct;
- (c) cancel the contract and claim any damages that it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audit alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**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 by 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)*

--	--	--	--

- 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

*(Tick applicable box)*

--	--	--	--

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

Designated Group: An EME or QSE which is at last 51% owned by: EME QSE  
√ √

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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, qualifies 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 as a result 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (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 as a result 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.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract
- 4 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
6.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
6.1.1	If so, furnish particulars:		
6.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
6.2.1	If so, furnish particulars:		
6.3	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?	<input type="checkbox"/>	<input type="checkbox"/>
6.3.1	If so, furnish particulars:		

6.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.4.1	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 THE CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<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 Institution)

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

I \_\_\_\_\_ certify, \_\_\_\_\_ on \_\_\_\_\_ behalf  
of: \_\_\_\_\_ that:

(Name of Bidder)

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

## **GENERAL CONDITIONS OF CONTRACT.**

### **1. Definitions**

The following terms shall be interpreted as indicated:

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

1.2 "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 supplies 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 supplies covered by the bid will be Manufactured.

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

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

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

1.20 “Project site,” where applicable, means the place indicated in bidding Documents.

1.21 “Purchaser” means the 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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

### **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser Shall not be liable for any expense incurred in the preparation and Submission of a bid. Where applicable a non-refundable fee for Documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **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 so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

### **6. Patent rights**

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

## **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 reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the

bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

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

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

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

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are

accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier by the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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



## **12. Transportation**

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

## **13. Incidental Service.**

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14. Spare parts**

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

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

## **15. Warranty**

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

the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

## **16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note 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 in SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 Performance.**

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

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the 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 the contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time Period of not more than fourteen (14) days to provide reasons why the Envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the Supplier?

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, Also be applicable to any other enterprise or any partner, manager, Director or other person who wholly or partly exercises or exercised or

May exercise control over the enterprise of the first-mentioned person, And with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

(i) The name and address of the supplier and / or person restricted by the Purchaser;

(ii) The date of commencement of the restriction

(iii) The period of restriction; and

(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database

Of suppliers or persons prohibited from doing business with the public Sector.

23.7 If a court of law convicts a person of an offence as contemplated in

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

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify The purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is

Reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

(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 in SCC.

## **31. Notices**

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

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

## **32. Taxes and Duties.**

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

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

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

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

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

## **34. Prohibition of Restrictive practices**

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

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

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

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **1. GENERAL**

- **SEALED TENDERS** will be received by the Supply Chain Management Unit for:
  - **PROJECT: APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES FOR THREE YEARS (A YEAR PROBATION AND RENEWAL SUBJECT TO PERFORMANCE ASSESSMENTS) AT BRITS CAMPUS.**
- Tender Number: **B01/2024**
- Tenders shall be submitted in an envelope provided by the service provider not later than **11:00 AM** on **22 March 2024**
- 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** submitting 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 taken into account 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, and 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.

#### **4. INSURANCE**

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

#### **5. 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

## **9. WITHDRAWAL OF TENDERS**

- A tenderer may withdraw his 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.

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

- In order 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 his 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 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.

## **11. 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.

## **12. SINGLE TENDER**

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

## **13. 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

## **14. PAYMENT**

- The College undertakes to pay out within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation or 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.