



**IKHALA TVET COLLEGE (ITVETC) IN COLLABORATION WITH THE PURCHASING
CONSORTIUM SOUTHERN AFRICA (PURCO SA)**

**INVITES POTENTIAL BIDDERS FOR THE PROVISION OF SECURITY SERVICES FOR
THIRTY-SIX (36) MONTHS**

TENDER NO: PU 9212/087

Prospective Service Providers who are interested in participating in the afore-mentioned tender are invited to submit their proposal in full compliance to the requirement of this tender document. The completed document with all attachments must be signed and submitted in a clearly labelled sealed envelope together with two USB's and deposited in the tender box at the following address:

IKHALA TVET COLLEGE ZONE D GWADANA DRIVE, EZIBELENI, QUEENSTOWN, 5326

Tender number	PU 9212/087
Date issued	05 June 2023
Tender closing date	27 June 2023 Time 11h00 IKHALA TVET College – ZONE D GWADANA DRIVE, EZIBELENI, QUEENSTOWN, 5326
Compulsory Information Session	13 June 2023 Time 10h00 IKHALA TVET COLLEGE ZONE D GWADANA DRIVE, EZIBELENI, QUEENSTOWN, 5326

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

Confidential

Page: 1

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Table of contents

1.	Introduction.....	5
1.1	Overview.....	5
1.1.1	Who is PURCO SA?.....	5
1.1.2	What does ITVETC aim to do?	5
1.1.3	What is ITVETC looking for?	5
1.1.4	Summary of key matters for consideration by potential Suppliers	5
1.2	Purpose and Objective of the RFP	6
1.2.1	Purpose	6
1.2.2	How Agreement is to be formed.....	6
1.3	Evaluation Criteria	6
1.3.1	Objective.....	6
1.3.2	Total cost.....	6
1.3.3	Cost Transparency	7
1.3.4	Supplier Capability	7
1.3.5	Additional Initiatives.....	7
1.3.6	Empowerment	7
2.	Guidelines for Submission of Proposal (“RFP”)	7
2.1	Proposal Terms	7
2.1.1	Acceptance of Proposal at ITVETC’s discretion	7
2.1.2	Conformance.....	8
2.1.3	Coverage	8
2.1.4	Requirements for Additional Information.....	8
2.1.5	Costs	8
2.1.6	Submission Validity	8
2.1.7	Supplier’s Acceptance of Terms & Conditions	8
2.2	Pricing Transparency.....	8
2.3	Monthly Sales Report	9
2.4	Service Fee	9
2.5	PURCO SA Representative	9
2.6	Questions and Clarifications.....	10

Page: 2

Confidential

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

2.7	RFP Format	10
2.8	Delivery Instructions	11
2.9	Additional Supplier Information	12
2.10	Acknowledgments and Disclaimers.....	12
2.10.1	Non-binding	12
2.10.2	Accuracy of Information.....	12
2.10.3	Negotiations	12
2.10.4	ITVETC's Use of Information.....	12
2.10.5	Information Provided by ITVETC	13
2.10.6	Supplier's Acknowledgments	13
2.10.7	Public Announcements.....	14
3.	Supplier Capability	14
3.1	Security of Supply.....	14
4.	Proposed Pricing	14
4.1	Introduction	14
4.2	Pricing Table – Instructions – Price as per desired layout	14
4.3	Pricing table, specification and estimated volume/ quantity.....	15
4.4	Double Counting.....	15
5.	Pricing.....	15
5.1	Payment Terms	15
5.2	Contract Length	15
6.	required proposal layout.....	15
6.1	General Notes:	16
7.	Technical Specification.....	16
8.	Evaluation Process.....	16
8.1	Aim of Evaluation.....	16
8.2	Evaluation Criteria	16
8.2.1	Pre-qualification/Mandatory information requirement	16
8.2.2	Stage 1: Evaluation of Functionality	18
8.2.3	Step 1: References table.....	20
8.2.4	Step 2: Functionality Table.....	23

Confidential

Page: 3

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

8.3 Stage 2: Price and B-BBEE (HDI)	23
8.3.1 Step 1: Calculation of points for price	23
Step 2: B-BBEE level of contribution.....	24
8.3.2 Step 3: Final score	24
9. Declaration of Interest	25
General Terms and Conditions of the Tender.....	26
10. Escalation Mechanism	26
11. Price offer and adjustments.....	26
12. Tender form, Important Conditions & Miscellaneous Requirement	28
13. Acknowledgement of tender	30
14. Supplier Development	31
Appendix A	32
Appendix A1	35
Appendix B	36
Appendix B1	58
Appendix C	59
Appendix D	60
Appendix E	61
Appendix F	62
3 Full details of directors / trustees / members / shareholders.	66
4 DECLARATION	67
15. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	68
Appendix G	79
Appendix H	80
Appendix I	81
Appendix J	82
Appendix K	83
Appendix L	84

1. INTRODUCTION

1.1 OVERVIEW

1.1.1 WHO IS PURCO SA?

PURCO SA – Purchasing Consortium Southern Africa - is a group purchasing organization for Higher Education with a Membership consisting of all 26 South African public universities, the University of Namibia, Namibia University of Science and Technology. In addition, there are 17 associates Members such as CSIR, NRF, K-RITH, SABS, MINTEK, CAPRISA, UMALUSI, ECSA, QTCO, IIE, PE TVET College, Northlink TVET College, Tshwane North College, Milpark Education and Ikhala TVET College, totaling a membership of 65.

PURCO SA is committed to saving our Members time and money through professional and focused collaborative procurement, whilst strengthening partnership with all stakeholders in the Higher Education Sector in Southern Africa.

1.1.2 WHAT DOES ITVETC AIM TO DO?

ITVETC intends to significantly reduce the Total Costs, while maintaining or improving the quality of the service. ITVETC will pursue its goal through consolidating the volume of the services procured.

1.1.3 WHAT IS ITVETC LOOKING FOR?

This initiative is intended to identify suppliers of the services (“Suppliers”) that can best service ITVETC’s requirements for the services. Through this process ITVETC wishes to establish a new level of cost transparency with its Suppliers in order to facilitate long-term cost control. Invoice price is critically important to us together with the following factors:

- a) Transparency of cost of services.
- b) Minimization and reduction of “Total Costs” (as that term is defined in section 1.3.3 below);
- c) Capability of Suppliers in meeting ITVETC’s requirements.
- d) Suppliers’ commitment to ITVETC’s needs; and
- e) Black Economic Empowerment
- f) Services means “services” and “goods and services.”

1.1.4 SUMMARY OF KEY MATTERS FOR CONSIDERATION BY POTENTIAL SUPPLIERS

Key matters for consideration by Suppliers include:

- a) This process will afford Suppliers the opportunity to acquire and /or increase their level of business with ITVETC;
- b) Senior Management in ITVETC are directing this assessment;
- c) A cross-functional team has been formed to facilitate this assessment and is empowered to make decisions in the best interests of ITVETC;
- d) ITVETC is prepared to significantly alter current purchasing patterns of the services in order to take advantage of opportunities and achieve benefits for the whole Membership;
- e) Time is limited in the final Suppliers selection process;

Confidential

Page: 5

- f) ITVETC's objective is to reduce costs initially and then to achieve further on-going reductions in Total Costs. ITVETC is expecting to identify Suppliers that can meet its need at an extremely competitive cost;
- g) The evaluation of potential Suppliers will also include important non-cost considerations, such as quality, service, implementation ability and other factors;
- h) This sourcing program must not disadvantage any operation at any site operated or managed by that relevant Member; and
- i) Prospective Suppliers' are requested to submit their best price at this time, as only competitive Suppliers will be invited for further discussions.

1.2 PURPOSE AND OBJECTIVE OF THE RFP

1.2.1 PURPOSE

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

1.2.2 HOW AGREEMENT IS TO BE FORMED

Responses to this RFP will form the basis for any agreements reached and such responses will represent a firm offer by the Supplier to agree to supply these services to ITVETC as detailed in the pricing table proposed (see Appendix B).

1.3 EVALUATION CRITERIA

1.3.1 OBJECTIVE

ITVETC's objective is to procure the services at competitive prices, acceptable quality and on-time delivery. Suppliers selected to participate with ITVETC to meet this objective can anticipate an on-going commercial relationship.

1.3.2 TOTAL COST

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

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

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

- a) Lowering prices for the services;
- b) Lowering logistic costs;

Confidential

Page: 6

- c) Increasing value from service and support; and/or
- d) Offering superior service performance.

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

1.3.3 COST TRANSPARENCY

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

1.3.4 SUPPLIER CAPABILITY

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

1.3.5 ADDITIONAL INITIATIVES

Suppliers are encouraged to be creative and develop suggestions to enhance Supplier relationships, quality, and service levels that will be cost effective for ITVETC. These suggestions may lead ITVETC to promote options for new services.

1.3.6 EMPOWERMENT

ITVETC is serious in its commitment to the previously disadvantaged groups and will expect selected Suppliers to demonstrate that they share that commitment. Accordingly, a B-BBEE (HDI) Certificate in terms of the Codes of Good Practice issued by an accredited rating agency must be submitted.

2. GUIDELINES FOR SUBMISSION OF PROPOSAL ("RFP")

2.1 PROPOSAL TERMS

ITVETC is inviting your company to submit a Proposal for the supply services.

ITVETC intends to move quickly to award business, hence Suppliers are encouraged to provide their best offer under the Proposal.

2.1.1 ACCEPTANCE OF PROPOSAL AT ITVETC'S DISCRETION

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

Confidential

Page: 7

2.1.2 CONFORMANCE

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

2.1.3 COVERAGE

While ITVETC does not require Suppliers to tender on all aspects of this RFP, the broader the range of services quoted on, the greater Supplier's chance of success.

2.1.4 REQUIREMENTS FOR ADDITIONAL INFORMATION

ITVETC may require a Supplier to provide additional information to allow further consideration of the Supplier's Proposal.

2.1.5 COSTS

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

2.1.6 SUBMISSION VALIDITY

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

2.1.7 SUPPLIER'S ACCEPTANCE OF TERMS & CONDITIONS

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

ITVETC reserves the right to subject any bidder for forensic investigation before or after award.

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

2.2 PRICING TRANSPARENCY

ITVETC wishes to establish an increased level of cost transparency with the chosen Supplier. The level of transparency will be taken as an indication of each Supplier's willingness to participate with ITVETC in a transparent relationship.

2.3 MONTHLY SALES REPORT

The Supplier shall submit a written report on each individual purchase order received from the Members to PURCO SA by the 10th working day of each month of the contract period. The total sales (meaning total invoice value relating to the supply of goods and service including any ad hoc supply of goods and/ or services or otherwise (whether contracted or non-contracted) supplied to the Member for the month shall be recorded into the monthly sales report. Any discrepancies between the Suppliers' monthly report and the Members' monthly report for the supply of goods within the scope of this Agreement shall be brought to the attention of the Supplier. The Supplier shall within seven (7) working days investigate the variance and report in writing to PURCO SA the reasons thereof. Should the Supplier have under reported, the Supplier should be required to retrospectively update the monthly sales report accordingly. PURCO SA shall use the updated sales report for the purposes of invoicing the service fee.

2.4 SERVICE FEE

The Service Provider must provide for a 2% service fee calculated on the total value of each invoice issued by the Service Provider for or otherwise relating to supply of goods and/ or performance of the services to the Member (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of the relevant invoice to the Member.

In the event that the Service Provider is requested to supply any goods or service to the Member related in any way to this contract, it is deemed that such services will be regarded as ad-hoc and / or additional services to the contract. Therefore, the service provider is liable to pay the service fee.

The PURCO SA Membership may procure through this agreement in their individual capacity in accordance with their respective procurement policies e.g. procuring through this contract directly and/or procuring through a RFP or a RFQ using the appointed panel of the suppliers under this contract. Therefore, the appointed service provider (s) will be liable to pay the service fee.

The Service Provider is required to send a copy of the monthly invoice, statement and spend report where applicable to both PURCO SA and the Member. PURCO SA shall thereafter invoice and collect the service fee from the Service Provider based on the total invoice value which is payable to PURCO SA within 30 days of the date of statement.

The Service Provider will be liable for interest on all overdue accounts exceeding 30 days at a rate of 2% per month.

2.5 PURCO SA REPRESENTATIVE

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

For the purpose of the RFP, the PURCO SA representative ("PURCO SA Representative") is:

Contact Person	
Name & Surname	Sipho Ndlovu
Telephone number	011 545 0974
Facsimile	011 312 8241
E-mail address	sipho.ndlovu@purcosa.co.za

2.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be directed to the PURCO SA Representative by email. Questions must not be submitted by telephone. PURCO SA will accept written questions regarding this RFP up to **21 June 2023 at 16h00**.

Answers to all questions will be e-mailed to all Suppliers who have been provided with this RFP.

All questions must include:

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

RFP Schedule of Dates

Date	Action
05 June 2023	RFP released to potential Suppliers
13 June 2023	Information Session at 10h00
21 June 2023	Last Day for submission of questions and clarification
27 June 2023	Submission of Proposal by 11h00
TBA	Proposed Contract Implementation

2.7 RFP FORMAT

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

2.8 DELIVERY INSTRUCTIONS

All Suppliers must submit their responses in the following format:

- **One signed hard copy in a sealed envelope together with one (1) USB, containing the appendices in the following order.**

Appendix Number	Description of Appendix	Requirement
Appendix A	RFP Document	Submission of a completed and signed Form of Offer and Acceptance
Appendix A1	Payfast Proof of Payment	Attach Payfast Payment Confirmation
Appendix B	Technical Specifications and Pricing	Pricing according to the technical specification
Appendix B1	USB X 1/No CD accepted	Fully scanned tender document and all returnable
Appendix C	Company Registration Documents	Provide Company registration documents
Appendix D	Tax Pin/clearance certificate	Submit Valid Pin Status/clearance
Appendix E	BBBEE Certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Auditor registered with the IRBA/ or Affidavit
Appendix F	SBDs 4, 6.2, 8 & 9	Forms to be completed in full
Appendix G	Registration On National Treasury (CSD)	Proof Required CSD registration
Appendix H	PSIRA Registration	Valid Proof Required for all the guards and company
Appendix I	COIDA	Valid Proof of Letter of Good Standing Required (Department of Labour)
Appendix J	Local labour	Guards to be sourced within EC , where the College and campuses are situated
Appendix K	JV agreement (if applicable)	Submit a JV agreement
Appendix L	Declaration of Interest	Complete the form in full (point 9, in the tender document)

One signed hard copy and USB Memory device of the proposal prepared as per the required layout must be placed in the tender box during office hours (08h00 – 16h30 Monday to Thursday and 08h00 – 13h00 Fridays) at: **Ikhala TVET College - Zone D Gwadana Drive, Ezibeleni, Queenstown, 5326**

The response deadline is **27/06/2023 at 11h00**. Only responses to this RFP received by due date and time will be considered. No exceptions will be considered.

Confidential

Page: 11

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

2.9 ADDITIONAL SUPPLIER INFORMATION

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

2.10 ACKNOWLEDGMENTS AND DISCLAIMERS

2.10.1 NON-BINDING

This RFP and any Proposals are not legally binding on ITVETC.

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

2.10.2 ACCURACY OF INFORMATION

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

2.10.3 NEGOTIATIONS

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

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

2.10.4 ITVETC'S USE OF INFORMATION

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

Each Supplier which submits a Proposal agrees to indemnify ITVETC, and every other associate of ITVETC against third party claims arising out of any use of any proprietary information submitted with, or included in, the Proposal by ITVETC, and it's or their respective directors, officers, agents, employees, advisers or consultants.

2.10.5 INFORMATION PROVIDED BY ITVETC

Copyright in this RFP is reserved exclusively to ITVETC.

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

2.10.6 SUPPLIER'S ACKNOWLEDGMENTS

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

- a) The Information has been independently verified and ITVETC, all other Associates of ITVETC and its and their respective directors, officers, advisers, employees and agents, are not under any liability, whether arising from negligence or otherwise, for any representation contained in it or any omission from it or for any error, inaccuracy, incompleteness or other defect in the Information it contains.
- b) This Proposal contains representations and other statements concerning requirements for the supply of the services. No representation, statement or warranty, express or implied, is made by ITVETC, any other Associate of ITVETC or its and their respective directors, officers, advisers, employees or agents that any statement, estimate or evaluation contained in it will prove correct. The Supplier relies solely on its own investigations and inquiries in respect of ITVETC's requirements for the services and the accuracy of the Information.
- c) Without limitation to the above, none of ITVETC, or any other Associate of ITVETC, nor any person purporting to act on behalf of ITVETC, or any other Associate of ITVETC, will be liable in any way for any losses or liabilities incurred by a Supplier or any other person (including, without limitation, damages, costs, loss of profits or consequential or indirect losses) arising from any cause whatsoever including, without limitation, any error, inaccuracy, incompleteness or other defect in the Information.
- d) The Supplier also acknowledges that ITVETC, without liability or recourse, may at any time without notice:
- e) Enter into and conclude negotiations with any other Supplier for the supply of part or all of ITVETC's requirements of the services;
- f) Terminate the RFP/Proposal process in respect of any or all of ITVETC's requirements;
- g) Terminate discussions or negotiations with the Supplier or otherwise terminate the Supplier's further participation in the RFP/Proposal process;

Page: 13

Confidential

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

- h) Reject any Proposal submitted by the Supplier; and/or
- i) Depart from or modify the proposed framework and/or any other procedures in relation to the RFP/Proposal process.
- j) If the Supplier decides not to submit a Proposal, or at any time discontinues for any reason (including as a result of any action of ITVETC) its participation in this RFP process or subsequent discussions or negotiations, the Supplier must promptly return this RFP (and destroy any copies which it has made) to ITVETC together with any other documents or other material relating to the service procurement that contains, embodies or might reveal Information.

2.10.7 PUBLIC ANNOUNCEMENTS

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

3. SUPPLIER CAPABILITY

3.1 SECURITY OF SUPPLY

The services are critical to on-going operations and therefore security of supply is a major requirement for ITVETC.

4. PROPOSED PRICING

4.1 INTRODUCTION

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

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

4.2 PRICING TABLE – INSTRUCTIONS – PRICE AS PER DESIRED LAYOUT

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

Confidential

Page: 14

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

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

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

4.3 PRICING TABLE, SPECIFICATION AND ESTIMATED VOLUME/ QUANTITY

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

4.4 DOUBLE COUNTING

In order to assess your prices fairly (and prevent “double counting”) do not include costs which are explicitly asked for in other columns or spread sheets.

5. PRICING

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

5.1 PAYMENT TERMS

Payment terms are within 30 days from date of statement.

5.2 CONTRACT LENGTH

Thirty-six (36) months.

Type of Contract:

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

6. REQUIRED PROPOSAL LAYOUT

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

6.1 GENERAL NOTES:

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

7. TECHNICAL SPECIFICATION

ITVETC has included specification and estimate volumes / quantity (Appendix B) to assist suppliers in pricing. Refer to Appendix B for instructions.

8. EVALUATION PROCESS

8.1 AIM OF EVALUATION

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

8.2 EVALUATION CRITERIA

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

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

8.2.1 PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT

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

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

Appendix Number	Description of Appendix	Requirement	Circle yes if submitted	
Appendix A	RFP Document	Submission of a completed and signed Form of Offer and Acceptance	Yes	No
Appendix A1	Payfast Proof of Payment	Attach Payfast Payment Confirmation	Yes	No
Appendix B	Technical Specifications and Pricing	Pricing according to the technical specification	Yes	No
Appendix B1	USB X 1/No CD accepted	Fully scanned tender document and all returnable	Yes	No
Appendix C	Company Registration Documents	Provide Company registration documents	Yes	No
Appendix D	Tax Pin / clearance certificate	Submit valid Pin Status / clearance	Yes	No
Appendix E	BBBEE Certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Auditor registered with the IRBA/ or Affidavit	Yes	No
Appendix F	SBDs 4,6,2, 8 & 9	Forms to be completed in full	Yes	No
Appendix G	Registration On National Treasury (CSD)	Proof Required CSD registration	Yes	No
Appendix H	PSIRA Registration	Valid Proof Required	Yes	No
Appendix I	COIDA	Valid Proof of Good Standing	Yes	No
Appendix J	Local labour	Guards to be sourced within EC , where the college and campuses are situated	Yes	No
Appendix K	Joint venture agreement (if applicable)	Submit a copy of joint venture agreement	Yes	No
Appendix L	Declaration of Interest	Complete the form in full (point 9, in the tender document)	Yes	No

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

Confidential

Page: 17

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

8.2.2 STAGE 1: EVALUATION OF FUNCTIONALITY

The evaluation criterion for functionality aims to assess the capability of the tenderer to execute and maintain a tender and/ or contract. Tenderers need to obtain a minimum percentage score of **70%** and above to progress to the next stage of evaluation.

All proposals will be evaluated on the following criteria indicated below.

FUNCTIONALITY CRITERIA	POINTS ALLOCATED	
Provide three (3) contactable (Email and tel) references of provision of security services contracts (Reference letter not older than 5 years) 3 References verified 2 References verified 1 Reference verified Less than 3 years	 = 15 Points = 10 Points = 05 Points = 00 Points	 15
Provide proof of the below (Ad hoc Security Services) 24 Hour Control Room 24 Hour Site Supervisor Sufficient Staff for Crisis Situation None Provided	 = 5 Points = 5 Points = 5 Points = 0 Points	 15
Company's experience (profile) and PSIRA Certificate for the Company More than 10 years of experience Experience between 5 and 9 years Experience below 5 years No proof provided NB: Points will be awarded based on Evidence of project done not date of company registration	 = 10 Points = 05 Points = 2.5 Points = 00 Points	 10
Qualification of Management in the Security Services Industry The Supervisor must have at least five (5) years' experience in relevant supervisory experience (submit CV) Grade A PSIRA Certificate and other formal qualification No proof provided	 = 10 Points = 00 Points	 10

Proof of Locality Proof of locality essential (e.g., latest Utility bill or Lease Agreement etc.) Proof of Chris Hani District Municipality & Joe Gqabi District Municipality district locality Proof of EC Locality Outside EC province	=10 Points = 05 Points = 2.5 Points	10
Quality Management System (Service Providers must submit a generic quality plan detailing the following) Standard operating procedures, Monitoring and control and legal requirements, KPIs of the management of the contract (response time, number of non-conformance), etc. Management of non-conformance, Management reports Contingency plan in the event of any industrial action by students/ college staff /public and the service provider and its employees, including absenteeism	= 3 Points = 3 Points = 3 Points = 3 Points = 3 Points	15
Radio Frequency (ICASA) Submit ICASA approved Radio Frequency infrastructure (example) No proof provided	= 5 Points = 0 Points	5
Provide list of PSIRA registered guards who have first aid training List provided: List not provided:	= 10 Points = 00 Points	10
Recent Audited Annual Financial Statements Provided Not provided	= 10 points = 0 points	10
	Total	100

8.2.3 STEP 1: REFERENCES TABLE

FUNCTIONALITY CRITERIA

REFERENCE ONE (1)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference One (1) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 1			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

Confidential

Page: 20

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

FUNCTIONALITY CRITERIA

REFERENCE TWO (2)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference One (2) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 2			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

Confidential

Page: 21

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

FUNCTIONALITY CRITERIA

REFERENCE THREE (3)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference One (3) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value:		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 3			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

Confidential

Page: 22

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

8.2.4 STEP 2: FUNCTIONALITY TABLE

A tenderer shall proceed to the next stage of evaluation if a percentage score of 70% is obtained. Tenderers that fail to achieve the minimum qualifying percentage score for functionality (70%) will not proceed to the next stage of evaluation.

8.3 STAGE 2: PRICE AND B-BBEE (HDI)

Only tenders that achieve the minimum stipulated threshold for functionality of 70% will be evaluated further in accordance with the 80/20 preference point systems. The 80 points will be allocated for price whilst, 20 points will be allocated for B-BBEE (HDI) totaling 100 points.

NB: Latest gazetted PSIRA rates will be used to evaluate Price and B-BBEE (HDI).

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

8.3.1 STEP 1: CALCULATION OF POINTS FOR PRICE

The first step under price and B-BBEE (HDI) is to calculate the price points for tenderers who progressed to this stage of evaluation as per formula below.

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

Where

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

Pt = Comparative price of tender under consideration.

Pmin = Comparative price of lowest acceptable tender.

STEP 2: B-BBEE LEVEL OF CONTRIBUTION

The second step under price and B-BBEE (HDI) is to calculate B-BBEE (HDI) points for tenderers who progressed to this stage of evaluation as per below B-BBEE (HDI) status level of contribution.

The level 1 contributor will obtain 20 points and the last level contributor will obtain the lowest points as per table below.

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

8.3.2 STEP 3: FINAL SCORE

The points scored for price (step 1) will be added together with the points scored for B-BBEE (HDI) (step 2) to obtain the tenders total points.

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

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

ITVETC and/ or Member/s will evaluate the Tenders with reference to ITVETC set and approved evaluation criteria as indicated in the tender document.

9. DECLARATION OF INTEREST

I, the undersigned

From (Name of Supplier)

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

Signed at _____ on this _____ day of _____ 20_____

Signature and Capacity

Initials and Surname

Confidential

Page: 25

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

GENERAL TERMS AND CONDITIONS OF THE TENDER

10. ESCALATION MECHANISM

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

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

10.3 ITVETC reserves the right to accept price increases or to terminate the contract in part or in whole.

10.4 No price increase with retrospective effect shall be considered.

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

11. PRICE OFFER AND ADJUSTMENTS

11.1 Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of twelve (12) months from the effective date of the contract-

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

YES

NO

Please indicate the applicable block with ✓

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

Factors that contribute to any price escalation.

Cost Components	Weighting

Confidential

Page: 26

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

11.4 Factors that contribute to any price escalation for imported goods/services.

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

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

- b) Frequency of Escalation: _____

- c) Any Statutory Related Price Adjustment _____

- d) Price Formulas: _____

- e) References to Indices: _____

- f) ITVETC reserves the right to audit evidence forwarded as motivation for price adjustments.

12. TENDER FORM, IMPORTANT CONDITIONS & MISCELLANEOUS REQUIREMENT

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

12.2 I/We agree that:

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

Page: 28

Confidential

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

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

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

***YES / NO**

Has the Declaration of Interest been duly completed and signed?

***YES / NO**

**Delete whichever is not applicable*

SIGNATURE (S) OF TENDER OR ASSIGNEE(S)

DATE:.....

Please complete the following in block letters

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

.....

Name of Service Provider

Postal Address

Telephone number(s) (Toll free if applicable)

Facsimile number(s)

Email Address(s)

Tender Number

Name of contact person

Confidential

Page: 29

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

13. ACKNOWLEDGEMENT OF TENDER

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

13.2 Name of Service Provider: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Stamp: _____

Signature

Date

Confidential

Page: 30

The information is the property of IKHALA TVET College and is not to be used under any circumstances. Initial.....

14. SUPPLIER DEVELOPMENT

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

Supplier Development can be in the form of:

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

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



Request for Proposal: PU 9212/087

APPENDIX A

RFP Document

Documentation	Requirement	Included in required format (Please tick)
RFP Document	Submission of a completed and signed Form of Offer and Acceptance	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 32

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **APPOINTMENT OF THE SERVICE PROVIDER FOR SECURITY SERVICES AT IKHALATVET COLLEGE.**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

<div>Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:</div>	<div>OR</div>	<div>Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:</div>
--	---------------	--

AND WHO IS (if applicable):

Confidential

Page: 33

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

.....

.....

In his/her capacity as:

.....

.....

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore). ☐

(N.B.: All fields must be completed by the

ACCEPTANCE

By signing this part of this form of offer and acceptance, you will be giving ITVETC rights to conduct FORENSIC verification of information provided in your bid document or background check for this tender purpose.

Name of representative

Signature of the above

Date

Confidential

Page: 34

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....



Request for Proposal: PU 9212/087

APPENDIX A1

Proof of Payment

Documentation	Requirement	Included in required format (Please tick)
Proof of Payment	Attach Payfast Payment Confirmation	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 35

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....



Request for Proposal: PU 9212/087

APPENDIX B

Technical Specifications and Pricing

Please see the attached Specifications,

Documentation	Requirement	Included in required format (Please tick)
Specification and Pricing	Pricing according to the technical specification	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Page: 36

Confidential

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Specifications Scope and Pricing Schedule

TERMS OF REFERENCE

Bidders must complete the pricing schedule in full, failing which, such bidders will be disqualified.

Background

The IKHALA TVET COLLEGE is an institution governed by the Continuing Education and Training Act 2006. The Minister of Higher Education and Training is the Executive Authority, and the ITVETC Council is the Accounting Authority of the WTC. The ITVETC is governed by the Council appointed by the Minister of Higher Education and Training.

1. Current state

IKHALA TVET College currently has four sites (including Central Office) which require 24-hour security to ensure that the state resources are protected. The College sites are as follows:

- Central Office- Zone D Gwadana Drive
- Ezibeleni Engineering Campus - Zone D Gwadana Drive
- Queenstown Campus – Corner Zeiler & Robinson Road
- Aliwal North Engineering Campus – Murray Road

2. Scope of Work

IKHALA TVET College requires service providers to supply security services. The following should be taken into consideration:

- I. A twenty-four (24) hour guard and access/exit control services are to be provided for buildings and open spaces as well as control of movement of College assets within the premises.
- II. Control the entry and departure of motor vehicles to and from the premises and maintain records at the premises to be made available for inspection by the College.
- III. Conduct searches at all entrance/exit points of all College sites for both drivers and pedestrians.
- IV. Direct deliveries and visitors to the reception counter.
- V. In times of unrest, secure the gates against illegal incursions and provide necessary strike management protection.
- VI. Ensure compliance with College policies and relevant government prescripts.
- VII. Assist in the control of visitors awaiting attention, assist in queue control and giving directions where and when necessary.
- VIII. Report irregularities to College Office Management and in cases of unrest also to the South African Police Services (SAPS).
- IX. Remove or assist in the control of unruly visitors, staff members or other persons, as instructed by College Office Management.
- X. Conduct patrols as often as possible.
- XI. Monitor firearm control system.

Confidential

Page: 37

PRICING

A. CENTRAL OFFICE-ZONE D GWADANA DRIVE EZIBELENI

CAMPUS / DELIVERY SITE	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
ZONE D GWADANA DRIVE EZIBELENI	Monday – Friday Day 06:00 – 18:00	4	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	3	R	R
	Saturday – Sunday Night 18:00 – 06:00	3	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

QUEENSTOWN CAMPUS – CORNER ZEILER & ROBINSON ROAD

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
QUEENSTOWN CAMPUS – CORNER ZEILER & ROBINSON ROAD	Monday – Friday Day 06:00 – 18:00	3	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	2	R	R
	Saturday – Sunday Night 18:00 – 06:00	2	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

Confidential

Page: 39

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

ALIWAL NORTH ENGINEERING CAMPUS – MURRAY ROAD

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
ALIWAL NORTH ENGINEERING CAMPUS – MURRAY ROAD	Monday – Friday Day 06:00 – 18:00	3	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	2	R	R
	Saturday – Sunday Night 18:00 – 06:00	2	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

B. PRICING SCHEDULE – SUMMARY

Item	Campus	Number of Guards (Grade C) Unarmed	Monthly Price per One Grade C (Unarmed) Guard (including VAT)	Total Monthly Price for All Unarmed Guards per Campus (including VAT)
1	Central Office & Ezibeleni Engineering Campus - Zone D Gwadana Drive	12	R	R
2	Queenstown Campus – Corner Zeiler & Robinson Road	9	R	R
3	Aliwal North Engineering Campus – Murray Road	9	R	R
4	BID PRICE PER MONTH FOR 30 GRADE C UNARMED GUARDS FOR ALL CAMPUSES (INCLUDING VAT)	30	R	R

C. ADHOC SERVICES

Item	Service	Unit	Rate per Month (including VAT), fixed for 36 Months
1	Bouncer (unarmed)	1	R
2	Armed guard (Grade C)	1	R
3	Special events (Grade C Unarmed)	1	R
4	Students unrest (riot) (Grade C Unarmed)	1	R
5	Dog only (All-Inclusive)	1	R

Confidential

Page: 41

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

No	CAMPUS / SITE	MINIMUM NUMBER OF PATROL BUTTONS REQUIRED	ONCE OFF COST FOR THE SYSTEM	ANNUAL SERVICE FEE
1	Central Office & Ezibeleni Engineering Campus - Zone D Gwadana Drive	1	R	R
2	Queenstown Campus – Corner Zeiler & Robinson Road	1	R	R
3	Aliwal North Engineering Campus – Murray Road	1	R	R

D. ACTIVE TRACK SOLUTION

NB:

Security Company appointed shall be expected to install Active Track Solution.

Suppliers shall be required to present the proposal of the Guard Touring Buttons / Active Security Patrolling Device to be installed.

The proposal is to make clear the specifications and functions of the patrol system.

The guards are expected to patrol the premises interchangeably, and not all be stationed at the guardhouse at the same time.

The once off cost for the system includes purchase & delivery, installation, and monitoring.

Annual service fee is for maintaining the system in good working condition.

The system is expected to provide reports of evidence that patrol has taken place.

This facility is to be implemented by the Security Company as a tool of ensuring that the personnel are attentively guarding the premises, as any losses to property will be charged to the security company.

ALL AMOUNTS ARE INCLUSIVE OF VAT

1. Obligations of Contractor

The Contractor undertakes, but not limited to:

- Render a service of the highest possible standard and quality whilst striving to improve efficiency, reduce costs and meet the standards, service levels and criteria as required by the College and as specified in this Agreement. The Contractor shall to this end allow the College to undertake inspections and also to submit the services rendered to an independent audit if requested to do so by the College.
- Make available its time and service to the College to ensure the highest degree of skill, expertise, care and diligence is exercised in the performance of the service, and to provide competent, sufficient and suitable staff and supervisors in terms of this Agreement.
- The onus probandi shall vest with the Contractor in order to prove that services were rendered according to required standards.
- Provide and maintain in good order, subject to exceptions provided for in this Agreement, all required uniforms, materials, equipment and vehicles to meet and carry out its obligations in terms of this Agreement.
- Undertakes to **always** keep an inventory list of all materials, equipment and/or furniture that were issued to him/her by the College.
- Ensure that where his staff makes use of the College's equipment, material or installations, they are fully trained to do so with safety.
- At all times comply with procedures and requirements regarding complaints and client liaison as stipulated in this Agreement.
- Comply with the general rules and regulations of any of the premises as applicable to employees, as amended from time to time, during the rendering of his contractual obligations in terms of this Agreement at such premises.
- Not to harm the College and/or his products, business, equipment, staff or clients in any way.
- Not to transgress any rules, codes, policy documents, procedures and safety standards of the College concerned, which are available on request and of which the Contractor must take notice.
- Not to disclose any information concerning the business of the College to any person or College.
- Not to violate the copyright on any of the material, information or programs of the College concerned.
- Not to remove any property of the College concerned, its employees, contractors or students from the premises of the College without the written consent of the College first being obtained.
- The Contractor shall ensure that the tendered number of and sufficient appropriately trained and PSIRA registered staff is at all times present to ensure that contractual obligations can be met.
- The Contractor shall ensure that when workers, guards, supervisors or group managers are absent, whether owing to leave, illness or any other reason, equally competent (trained) personnel replace them for the duration of their absence.
- No guard shall vacate his position unless the replacement has reported for duty.
- The Contractor shall ensure that all workers are familiar with the College's emergency evacuation program and that the correct emergency procedures will be followed in the event of an emergency or when an exercise is held.
- Ensure that all of its employees and workers at the site are at all times familiar with and comply with the provisions of relevant laws and legislation.

- The College maintains the right to appoint other service providers to perform specific services in the area of the Contractor's operations and it is expected from the Contractor to co-operate with the provision of these specific services.
- The Contractor shall perform the service without causing any interruption or disturbance to everyday client or student activities, including but not limited to the academic processes such as lectures, study, research, conducting practical classes or writing examinations.
- The Contractor shall inform the College in writing of every failure or foreseeable failure by the Contractor, which could result in a position where the Contractor is unable to fulfil its obligations in terms of this Agreement.
- The Contractor acts as independent Contractor and not as an agent or employee of the College and shall not incur any liability on behalf of the College or in any way pledge or purport the College's credit. The Contractor also has no authority to bind the College contractually and hereby indemnifies the College against any losses and/or damages resulting from such actions or applications.
- Where keys for access to buildings, offices, classrooms, etc. are given to the contractor, the necessary care and responsibility for their safekeeping must be observed. The Contractor must ensure that keys are not misused or used to allow access to buildings by unauthorized persons.
- The Contractor shall not sub-contract the Service or any part thereof to any third party without obtaining the written consent of the College, who in the exercise of its discretion, shall have regard to the extent to which such consent shall adversely affect the standard of the Service.
- Designate in writing, a Manager in its employ who will liaise with the College's Liaison Manager, or his nominee, in respect of the service to be rendered by the Contractor. (The Manager so designated, shall, when acting within the scope and ambit of this agreement, have complete authority to represent the Contractor on all issues pertaining to this Agreement).
- Upon request from the College, perform surveys (either personally or through an independent agency) as may be required by the College to determine students, employees and customer's satisfaction and to make the results thereof available to the College.
- The Contractor shall submit weekly and monthly reports to the College.
- Ensure that all its personnel employed in the rendering of the Service are at all times whilst on duty neatly dressed in uniform, presentable and hygienic.
- Upon being requested to do so by the College, remove from the Site any employee who in the opinion of the College has deliberately or negligently conducted themselves in a manner which was or could be detrimental to the good name of the College, the maintenance of order and discipline at the College or the proper execution of the functions of the College.
- This clause should not be interpreted that the College has the right to demand or expect that the Contractor must discharge from its service any of the said employees. Nor should this clause replace any of the normal staff remedial/disciplinary actions such as counselling or disciplinary hearings that the Contractor would normally follow in the event of any of their employees making themselves guilty of any misdemeanor or conduct contrary to the Contractor's Normal Code of Conduct for their employees, or other rules and regulations they deem fit to enforce.

2. Confidentiality

- The Contractor undertake to ensure that all data and information (including but not limited to any technical, commercial, scientific information, processes, designs, technical specifications, copyright and data in any form) in connection with or arising from this Agreement shall be kept confidential and agree not to disclose it to third parties and not to make use of such information other than for the performance of its obligations under this Agreement and to release such information to its employees on a “need-to-know” basis only, provided that such employees undertake to be bound by the confidentiality contained herein.
- The Contractor agrees to hold the Confidential Information in strict confidence and not to make use of such information other than in the performance of the obligations in terms of this Agreement and to release such information only to those employees who require the same for the rendering of the Service and then only provided that such employees undertake to be bound by the confidentiality contained therein.
- The Contractor agrees not to use the name of the College in publicity releases or advertising or for any other promotional purposes, without first obtaining the prior written consent of the College.
- The Contractor agrees that the provisions of this clause will be binding on him and his employees after the termination of this Agreement.

3. Obligations of the College

- For the purposes of the execution of this Agreement, where applicable and not in all circumstances, the College shall for the duration hereof, provide to the Contractor free of charge and subject to the provisions stipulated in this Agreement, existing facilities allocated to Security Services as deemed adequate by the College.
- Make available to the Contractor such information as may reasonably be required by the Contractor for the rendering of the specified Security Service.
- The Contractor will not be held liable to fulfil its obligations in terms of this contract if the College is responsible or partly responsible for the Contractor’s failure to provide the services in accordance with the standards and provisions as specified. The Contractor shall inform the College in writing of every such failure or foreseeable failure by the College.
- **No college official shall be involved in the operations of the contractor. Example – instruct the contractor to change the roster of guards, etc.**
- **The college will only be involved in the contractors’ operations when the service delivery is adversely affected.**

4. Discipline

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

5. Replacement of Labour

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

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

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

6. Occurrence Book

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

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

7. Enforcement of Standards

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

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

- In the event of any dispute where a mutual Agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.

8. Risk and Responsibility

- The Contractor accepts full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of the College in danger.
- The Contractor undertakes to at all times vehemently discourage his staff from becoming involved in any way with any industrial action on the College's premises, whether these are initiated by the College's staff, students or any other person/s or by any other outside body.
- In the event of the Contractor's staff participating in any strikes, marches, riots or any other industrial actions, for whatsoever reason, the Contractor is responsible to control his staff and immediately restore order. If he is unable to restore order, then he must ensure that such staff that are participating in industrial action are removed from the College's premises forthwith. Any action/s to be taken to remove staff from the premises or restore order, as the case may be, must first be approved by the College's Contract Manager before being instituted.
- In the case of the Contractor's staff becoming involved in any strike, stay-away or other action, where no, or only partial service is rendered, and where the Contractor is as a result not responsible for remuneration (no work, no pay) of such personnel, the Contract price for the period concerned shall be adjusted accordingly and it is the responsibility of the Contractor to present revised invoices for payment at the end of the month in which the partial or no service, as the case may be, was rendered
- The Contractor accepts responsibility for any losses, which occur during the process of rendering service when it can be established that the security guards were responsible. The College shall request their staff to ensure that items of value, cash, documents and personal items are securely locked away during service periods.

9. Change of Specifications and/or Conditions

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

10. Employees of the Contractor

10.1 Identification

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

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

10.2 Medical fitness

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

10.3 Training

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

10.4 Appointment

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

10.5 Uniforms

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

10.6 Relief Staff

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

10.7 First Aid

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

11. Operating Rules

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

12. Complaints Register

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

13. Working Hours

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

14. SUPPORTING STRUCTURE AND MANAGEMENT MEETINGS

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

15. LIAISON

15.1 Informal Liaison

- Informal liaison will take place as required by the Contract Manager or Contractor in order to deal with daily management and operational matters. Either the Contract Manager or Contractor may initiate these meetings.

- It is however inevitable that during the course of normal operations the Contractor's personnel (Supervisors and Workers) will come into contact with the College's staff. In these contact situations, the Contractor's personnel must not execute any orders from anybody other than from the College's Contract Manager or his appointees. If any such order is directed to the Contractor's personnel they must, in a spirit of good collaboration, hear what the person/s needs are and then immediately bring the order / request to the attention of the College's Contract Manager for attention and finalization.

15.2 Formal Liaison

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

Formal Liaison meetings shall consist of the following members:

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

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

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

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

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

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

16. Independent Audit

- The College may, at its cost, at any time during the currency of this Agreement, be entitled to appoint an independent person, acknowledged as an expert in the Security Industry, to undertake a review of the manner in which the Contractor has complied with its obligations in terms of this Agreement and the provision of the Security Service in terms of acceptable industry norms, and in the event of such person finding that the Contractor has not adequately complied with such obligations, then to make recommendations as to how the Contractor should comply with such obligations.
- In the event of such person having conducted his review and having made the recommendations, then the College shall be entitled to make the recommendations known to the Contractor at a meeting convened in terms of the formal liaison channels as specified. The Contractor shall then be obliged to comply with such recommendations and any other recommendations that the College may submit. In the event of the Contractor failing to comply with such recommendations within 30 (thirty) days after the date of such meeting having taken place, the College shall be entitled to cancel this Agreement forthwith without giving notice to the Contractor.
- The provisions of this clause shall not be construed as restricting the rights of either of the Parties to cancel this Agreement in terms of the provisions of clause 3.15, Breach, of this Agreement.

17. Assistance by the Contractor

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

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

18. Media Announcement

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

19. Code of Conduct

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

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

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

GENERAL CONDITIONS OF CONTRACT

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a \sqrt or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

1.

This bid is subject to the General Conditions of Contract stipulated below.	Accept	Do not accept

2.

The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

3.

ITVETC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

4.

ITVETC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

5.

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

6

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

7

ITVETC reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

8

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

9

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

10

Where applicable, ITVETC reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept

11

ITVETC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

13

<p>The bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Accept	Do not accept

14

<p>Should the bidder withdraw the proposal before the proposal validity period expires, ITVETC reserves the right to recover any additional expense incurred by ITVETC having to accept any less favourable proposal or the additional expenditure incurred by ITVETC in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.</p>	Accept	Do not accept

15

<p>Delivery of and acceptance of correspondence between the ITVETC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</p>	Accept	Do not accept

16

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. ITVETC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that ITVETC reserves the right to award the same proposal to next best bidders as it deems fit.</p>	Accept	Do not accept

17

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

18

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by ITVETC signatory and added to this RFP as an addendum.	Accept	Do not accept

19

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

20

Bidders who make use of subcontractors. A person will not be awarded points for B-BBEE (HDI) status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract	Accept	Do not accept

21

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

22

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

23

Evaluation of Bids shall be performed by an evaluation panel established by ITVETC and PURCO SA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80 , and the maximum number of preference points that may be claimed for BBBEE (according to the PPPFA) is 20 .	Accept	Do not accept

24

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

25

The bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

26

Should the evaluation of this bid not be completed within the validity period of the bid, ITVETC has discretion to extend the validity period.	Accept	Do not accept

27

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

28

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	Do not accept

Request for Proposal: PU 9212/087

APPENDIX B1

USB X 1 – No CD accepted

Documentation	Requirement	Included in required format (Please tick)
USB X 1 – No CD accepted	Fully scanned tender document and all returnables	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 58



Request for Proposal: PU 9212/087

APPENDIX C

Company Registration Documents

Documentation	Requirement	Included in required format (Please tick)
Company Registration Document	Supply of company registration documents	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 59

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....



Request for Proposal: PU 9212/087

APPENDIX D

Tax Pin

Documentation	Requirement	Included in required format (Please tick)
Tax Pin	Please ensure that the Tax Pin is <u>valid</u>	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 60

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Request for Proposal: PU 9212/087

APPENDIX E

B-BBEE Certification

Documentation	Requirement	Included in required format (Please tick)
B-BBEE (HDI) certification	Supply a valid B-BBEE (HDI) certificate	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Request for Proposal: PU 9212/087

APPENDIX F

SBD'S 4, 6.2, 8 & 9

Documentation	Requirement	Included in required format (Please tick)
SBD'S 4, 6.2, 8 & 9	Please sign the attached SBD 4 SBD 6.2 SBD 8 SBD 9 forms	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 62

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....



SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

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

2.7 Are you or any person connected with the bidder **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:

.....

.....

.....

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

Confidential

Page: 65

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

2.11.1 If so, furnish particulars:

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

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

May 2011

Confidential

Page: 67

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....



SBD 8

15. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Confidential

Page: 71

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Confidential

Page: 73



SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE (HDI).
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

Confidential

Page: 76

- (c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1

above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Request for Proposal: PU 9212/087

APPENDIX G

Registration on National Treasury (CSD)

Documentation	Requirement	Included in required format (Please tick)
Registration On National Treasury (CSD)	Proof Required CSD registration	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU 9212/087

APPENDIX H

PSIRA Registration

Documentation	Requirement	Included in required format (Please tick)
PSIRA Registration	Valid Proof Required	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 80

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Request for Proposal: PU 9212/087

APPENDIX I

COIDA

Documentation	Requirement	Included in required format (Please tick)
COIDA	Valid Proof of Good Standing	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 81



Request for Proposal: PU 9212/087

APPENDIX J

LOCAL LABOUR

Documentation	Requirement	Included in required format (Please tick)
Local Labour	Guards to be sourced within EC, where the college and Campuses are suited.	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 82

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....

Request for Proposal: PU 9212/087

APPENDIX K

JV AGREEMENT (IF APPLICABLE)

Documentation	Requirement	Included in required format (Please tick)
JV agreement (If applicable)	Submit a JV agreement	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU 9212/087

APPENDIX L

DECLARATION OF INTEREST

Documentation	Requirement	Included in required format (Please tick)
DECLARATION OF INTEREST	Complete the form in full (point 9, in the tender document)	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature

Confidential

Page: 84

The information is the property of IKHALA TVET College and is not to be used under any circumstances.

Initial.....