

**APPOINTMENT OF AN ENGINEERING FIRM WITH AT LEAST THE FOLLOWING FIELDS:  
QUANTITY SURVEYING, CIVIL/STRUCTURAL ENGINEERING AND ELECTRICAL  
ENGINEERING SERVICES TO THE COLLEGE FOR A PERIOD OF A YEAR**

**TENDER NUMBER: C01/2019**

**CLOSING DATE: 11<sup>TH</sup> OCTOBER 2019**

**CLOSING TIME: 11H00 am**

**DATA SHEET FOR TENDERERS**

Contract Name	Potential Service Provider to render Professional Engineering Service for a period of one year
Tender Closing Date:	11 October 2019 at 11:00 am
Owner	ORBIT TVET College - Central Office
Address	C/o Fatima Bhayat & Bosch Street RUSTENBURG 0299
Non-refundable tender document fee(cash)	<i>R50.00 (On Condition that National Treasury Website is not Working)</i>
Open for Acceptance:	90 days From Tender Closing
Non Compulsory Briefing Meeting:	11 September 2019 at 11H00 am at Cnr Fatima Bhayat and Bosch Street,0299 12 September at Reitz St, North, Brits, 0250 13 September at Stand 230 Unit 2 Mogwase,0314

**C01/2019: INVITATION FOR COMPETENT SERVICE PROVIDER TO OFFER THE COLLEGE QUANTITY SURVEYING,CIVIL/STRUCTURAL ENGINEERING AND ELECTRICAL ENGINEERING SERVICE TO THE COLLEGE FOR A PERIOD OF ONE YEAR**

**1. INVITATION TO BID**

1.1 ORBIT TVET College is inviting capable and competent service providers to offer the College Quantity Surveying, Civils/Structural Engineering and Electrical Engineering service to the College for a period of one year.

1.2 Non Compulsory Briefing sessions will be held on the following dates

- 11 September 2019 at 11H00am at ORBIT TVET College – Rustenburg Campus (Auditorium),Cnr Fatima Bhayat and Bosch Street,Rustenburg,0299
- 12 September at Reitz St, North, Brits, 0250 at 11H00am.
- 13 September at Stand 230 Unit 2 Mogwase,0314 at 11H00am

1.3 The tender documents will be issued as from:

- **6 September 2019** and it must be downloaded/viewed on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.orbitcollege.co.za](http://www.orbitcollege.co.za)
- Tender document will be issued at the college on condition that National Treasury website is not functioning/working.
- Printed tender documents will be issued at non-refundable cash fee of R50.00 payable at ORBIT TVET College. Cnr Fatima Bhayat and Bosch Street, Rustenburg, 0299.

1.4 Closing date of tender is on the 11 October **2019 at 11:00am**

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

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

1.7 Bidders must make sure that original completed bid document is in a sealed envelope, marked "C01/2019: SERVICE PROVIDER TO RENDER PROFESSIONAL ENGINEERING SERVICE AT THE COLLEGE" is received and deposited in a tender box (**Security Gate**) on or before **11 October 2019** at 11:00am at the following address:

**ORBIT TVET College – Central office  
Corner Bosch and Fatima Bhayat Street  
Rustenburg, 0299**

1.8 All enquiries shall be in writing and directed to:

**Mr M Sebaetse – Deputy Principal – Facilities  
Tel: 014- 597 5526, Fax: 014 – 592 4538  
E-mail: msebaetse@orbitcollege.co.za**

## DOCUMENT APPROVAL

ACTIVITY	NAME	SIGNATURE	DATE
Recommended by	Ms MO Shoko		2019/09/02
Approved by	Mr D Mokoena		
Service Provider awarded			

## IMPORTANT DATES/INFORMATION

DESCRIPTION	DATE	TIME
Non Compulsory Briefing Meeting	11 September 2019 at Cnr Fatima Bhayat and Bosch Street,0299	11h00am
	12 September at Reitz St, North, Brits, 0250	11h00am
	13 September at Stand 230 Unit 2 Mogwase,0314	11h00am
Tender Close	11 October 2019	11H00am
Contract Awarded		

# TERMS OF REFERENCE FOR APPOINTMENT OF PROFESSIONAL ENGINEERING FIRM FOR ONE YEAR

## 1. Background

---

ORBIT TVET College seeks to procure services of a qualified and reputable engineering firm with at least the following fields in engineering:

- Quantity Surveying
- Structural Engineering
- Electrical Engineering

The prospective providers are requested to submit proposals for assisting the College with the developments and later implementation of conditions assessment and costing of all institutional infrastructure and facilities that need to be maintained and repaired as identified.

In summary the engineering firm should be able to at least provide the following services:

- Assist with conditional assessment of all infrastructure and facilities of the institution and provide a detailed structural defects report and remedial actions with BOQ's
- From the structural defects as identified above, create a three year maintenance plan based on priority and budget allocations
- Assist ORBIT TVET College with adhering submissions of reports to DHET
- Assist in preparation of the specification, schedule of estimated quantities and tender documents that will assist in appointing qualified suppliers in rectifying the above noted structural defects as per point 1
- Ensure that the ORBIT TVET College obtain the relevant compliance certificates
- Hold site meetings to engage with appointed service providers as listed in point two above
- Manage the contractors payments (payments certificates)
- Liaise with the ORBIT TVET College appointed Project Manager on the progress
- Prepare time schedule on each task/project as would have been identified from point two above

**Please Note:** The appointed firm will be responsible for providing consultative services and not the implementation.

## 2. Scope of Work

---

**The successful quantity surveying service provider will be required to assist with the following deliverables:**

- Preparing feasibility studies and budgets for the project
- Develop a three year maintenance plan for each site (Mankwe Campus, Central Office, Brits Campus and Rustenburg Campus)
- Preparing Bills of Quantities (BOQ's) and other tender documentations to acquire fair and equitable tenders for the project
- Draft contract documents for the project
- Prepare cost estimates for each infrastructure sub-project per site

**The successful civil/structural engineering service provider will be required to assist with the following deliverables:**

- Assist with the evaluation, assessment and analysis of the structural condition of the College property
- Investigation and survey of build sites to determine the suitability of the earth for the requirements of building project
- Examine structures at risk of collapse and advise how to improve their integrity, such as recommending removal or repair of defective parts or rebuilding the entire structure, etc.
- Preparing reports, designs and drawings for submission to DHET for Capital Infrastructure project
- Provide calculations about loads and stresses
- Any addition or alteration works affecting the structure of the College buildings
- To identify any addition or alteration works which can result in overloading or adverse effects on the Building structures of the College
- Recommending appropriate safety precautionary and remedial measures to restore the structural stability and integrity of the building structured
- Assist in updating Campus/Sites MAPS and in instances of non-existing MAPS assist in obtaining new
- Providing technical advice, etc.

**The minimum content of the Structural Inspection report for each property must include the following:**

**a) General Information of the Building**

1. Name and address of the building
2. Number of storeys in each block of building (if applicable)
3. Description of main usage of the building
4. Maintenance history of the building (if known)

**b) Structural System of the Building**

1. Description of the structural forms, systems and materials used in different parts of the building e.g. reinforced concrete, prestressed concrete, steel, etc
2. Description of the soil condition and foundation system (if known)
3. Identification critical structures and structures without redundancies (eg. transfer girders, slender columns, cantilever structures, long span structures, cable structures, etc)

**c) Diary and Scope of the Visual Inspection**

1. Dates of inspection for different parts of the buildings
2. Description of any areas not covered by the visual inspection, the reasons and an assessment of whether such areas are critical to overall structural integrity of the building.

**d) Survey of Loading on the Building Structure**

1. Records of and comments on the observations on the loading conditions, indicating the usage at different parts of the building and identifying any misuse, abuse or deviation from intended use. Special attention to be paid to workshops buildings
2. State whether existing usage and loading condition is compatible with the intended purpose of the structure.
3. State whether any misuse, abuse or deviation from intended use has given rise to excessive loading which can adversely affect the building structure.
4. Recommendations on any remedial actions to be taken by the owners e.g. restricting the usage, relocating heavy machineries, further investigation on the adequacy of the structure.

#### **e) Survey of Addition or Alteration Works to Building Structure**

1. Records of and comments on the findings of any addition and alteration works to the building structure. Such information can be obtained by visual inspection, engineering judgement, interviewing the management corporation, owners and users, and checking the drawings if available to the engineer.
2. State whether any addition and alteration works have given rise to excessive loading or other adverse effects on the building structure.
3. Recommendations on any remedial actions to be taken by the owners e.g. the need for the removal of the addition and alteration works.

#### **f) Survey of Signs of Structural Defects, Damages, Distress, Deformation or Deterioration**

1. Records of observations of any signs of structural defects, damages, distress, deformation or deterioration e.g. cracks, excessive deflection, connection failure, instability, floor settlement, foundation settlement, tilt, spalling concrete, corrosion of steel, termite infestation, dry & wet rot timber, etc. This could entail judicious removal of plaster or architectural finishes establishing the underlying structural condition. The seriousness of any structural defects should be assessed.
2. Comments on the extent, possible causes and assessment of the seriousness of these identified problems.
3. Assess whether the identified problems are:
  - Defects of no structural significance
  - Defects requiring remedial action and/or monitoring
  - Suspected defects of structural significance requiring full structural investigation and immediate action
4. Recommendations on remedial actions and/or monitoring necessary to ensure the structural stability and integrity of the building.

#### **g) Survey of exposure to aggressive environment**

1. Presence of column(s) immersed in water (eg. ground floor water tank, sea water, lakes, etc)
2. Presence of aggressive chemical which may accelerate the deterioration of structural elements, particularly in industrial buildings.

**h) Survey of retaining walls and slope protection structures (eg. Soil nails, ground anchors, shotcrete slope)**

1. Evidence of wall movement, inadequate surface drainage, unintended imposed loading behind wall, corrosion of anchor blockhead, spalling of shotcrete protection, tension cracks, presence of big trees nearby etc.

**i) Survey of safety barriers (eg. parapets and railings)**

1. Signs of corrosion, excessive deflection, spalling, cracks, etc observed on safety barriers particularly those in buildings where large crowds are expected (eg. shopping malls, institutional buildings, sport halls, stadiums, theatres, etc)

**j) Other Surveys or Checks Carried Out**

1. Presence of heavy suspended fixtures in crowded locations, such as heavy false ceilings over high human-traffic areas like food courts, lobbies etc.
2. Records of and comments on any known maintenance problems and previous rectification carried out on the building structure. Useful plans, sketches, photographs and tabulations could also be included to illustrate the findings of the inspection;

**k) Conclusions**

1. Conclusions on the structural condition shall include conclusions on loading conditions; addition and alteration works; structural defects, damage, distress, deformation, deterioration; and overall structural integrity and stability.

**l) Sketches, Plans and Photographs**

1. All sketches, plans and photographs should have proper titles, explanations and cross-references to the main body of the report.
2. Although photographs are often used by structural engineers as a record of their inspections, the entire collection of photographs should not be submitted indiscriminately, e.g. photographs of non-structural elements with no defects.

**m) Structural Engineer's Endorsement and Standard Certification**

- a. The report shall be signed and endorsed on the first and last page by the Structural Engineer appointed to carry out the inspection.

**The successful electrical engineering service provider will be required to assist with the following deliverables:**

- Inspect and identify all electrical problems on all college properties
- Propose required solutions to the problem
- Develop bill of quantities for all electrical works
- Monitor and manage electrical contractor for repair
- Submit a detail report to management of all electrical problems and work

**Other Additional Services** (Only if the need arise)

- Geotechnical Services
- Architectural Services
- Compliance with environmental legislation

### **3. Pricing**

The pricing will need to cater for four sites of the College as indicated on section 4.

<b>Expected Deliverable</b>	<b>Quantity (4 Sites)</b>	<b>Unit Price (incl VAT)</b>	<b>Total Price (incl VAT)</b>
<b>Quantity Surveyor</b>			
Preparing feasibility studies and estimates for the projects	4		
Develop a three year maintenance plan for each site (Mankwe Campus, Central Office, Brits Campus and Rustenburg Campus)	4		
Preparing Bills of Quantities (BOQ's) and other tender documentations to acquire fair and equitable tenders for the project. <i>Note that the BOQ will include that of the electrical engineer and other professional services if they get to be utilised.</i>	4		
Prepare cost estimates for each infrastructure sub-project per site	4		
Assist with drawing of specifications on all identified maintenance and repair issues/problems by the professional engineering service providers (eg: Electrical Engineer, Structural Engineer etc)	4		
<b>Civil/Structural Engineering</b>			
Assist with the evaluation, assessment and analysis of	4		

the structural condition of the College property			
Examine structures at risk of collapse and advise how to improve their integrity, such as recommending removal or repair of defective parts or rebuilding the entire structure, etc.	4		
Preparing reports, designs and drawings for submission to DHET for Capital Infrastructure project	4		
Provide calculations about loads and stresses	4		
Providing technical advice (Any addition or alteration works affecting the structure of the College buildings, To identify any addition or alteration works which can result in overloading or adverse effects on the Building structures of the College, Recommending appropriate safety precautionary and remedial measures to restore the structural stability and integrity of the building structure) etc.	4		
Civil Engineer to Manage the Project (Manage the repair, maintenance, and replacement of the College infrastructure, Monitor the appointed service providers in the implementation of recommendations from other professional engineering service providers (eg: Electrical Engineer, Structural Engineer etc).	4		
Assist in the preparation of tender documents to appoint suitable contractors on identified repairs and maintenance	4		
Contract Administration (Monitoring and supervision of contracts, site inspection and instructions, variation orders, final account reconciliations, Payment Certificates etc	4		

<b>Electrical Engineering</b>			
Inspect and identify all electrical problems on all college properties	4		
Propose required solutions to the problem	4		
Monitor and manage electrical contractor for repair	4		
Submit a detail report to management of all electrical problems and work	4		
Assist in the development of a specification of a generator.	4		
<b>Other Additional Services</b> (Only if the need arise)			
<b>Geotechnical Services</b> Inspect advice and report on how structures built interact with the earth (including soil and rock). Investigation and survey of build sites to determine the suitability of the earth for the requirements of building project.	4		
<b>Architectural Services</b> Ensure the structural integrity of Colleges, the design and analysis of heating, ventilating and air conditioning systems, efficiency and design of plumbing, fire protection and electrical systems, acoustic and lighting planning, and energy conservation issues and also drawing of building plans and services around new buildings.	4		
Administration Costs (for all disciplines, eg: Project Management Fees, Disbursements, Other Fees, etc)	4		
<b>SUB TOTAL</b>			
<b>VAT @ 15%</b>			
<b>TOTAL INC VAT</b> (to tally with the total bid amount on SB3)			

#### 4. Delivery of Goods

---

It is expected that the appointed firm will provide consultative work on the Capital Infrastructure Projects for the minimum period of **a year**.

Refer below to the four sites of the College physical addresses:

	<b>College site name</b>	<b>Physical Address</b>
1	Central Office	Fatima Bhayat St, Rustenburg CBD, Rustenburg, 0300
2	Rustenburg Campus	Fatima Bhayat St, Rustenburg CBD, Rustenburg, 0300
3	Brits Campus	Reitz St, North, Brits, 0250
4	Mankwe Campus	Stand 230, Unit 2, Mogwase, 0314

**Please refer to Annexure A for Building sites and sizes.**

## **5. Profile of The Service Provider**

---

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

## 6. Evaluation Criteria

---

ORBIT TVET COLLEGE APPLIES THE PROVISIONS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, NO 5 OF 2000 and Preferential Procurement Regulations, 2017.

**The evaluation of this bid will be done in three states**

- Stage 1 : Pre-qualification (SCM Compliance)
- Stage 2 : Functionality Evaluation
- Stage 3 : Price and B-BBBEE Evaluation

### **6.1 Stage 1: Pre-Qualification (SCM Compliance)**

**If any of the following bid forms are not completed and signed or not handed in with your bid on closing date and time, your bid will be immediately disqualified.**

- SBD 1 (Invitation to bid) (make sure it is signed)
- SBD 3.3 (Pricing Schedule if not filled please refer to annexure or addendum where price is mentioned)
- SBD 4 (Declaration of Interest, Ensure that it signed)
- SBD 6.1 (Preferential Claim Form) must be signed regardless if points claimed or not ensure that it is completed and signed
- SBD 8 (Declaration of bidder past supply chain management practices and ensure that it is signed and completed)
- SBD 9 (Certificate of Independent Bid Determination) Must be completed and signed

### **Statutory Non-Technical Mandatory Requirements**

- Valid Proof of Business Address (CIPC)
- Valid Certified of Identity Document
- Valid Tax Compliance Status Certificate with PIN Issued
- Valid Certified BBB-EE Certificate or Original Sworn Affidavit(In order to qualify for preferential procurement points)
- Valid Proof of Registration with Association of South African Quantity Surveyors / The South African Institution of Civil Engineering and South African Institute of Electrical Engineers.

**PLEASE NOTE:** Proper certification of documents means:

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

## 6.2 Stage 2 : Functionality Evaluation

The evaluation of this bid shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

- The minimum qualifying score for functionality will be **60 points** and submissions that fail to achieve the minimum qualifying score will be disqualified.
- Detailed proposal indicating how the project will be managed.

The evaluation criteria for functionality will be as below:

No	Qualifying Criteria for Short Listing	Points
1	Plan on how the project will be carried out covering all aspects as per the above mentioned deliverables. Skills transfer to ORBIT TVET College staff is a requirement. Preparing feasibility studies and budgets for proposed projects.	10
2	The delivery of these services is time sensitive  Proof of capacity to perform the required service(s) <ul style="list-style-type: none"> <li>• The team must be comprised of individuals with appropriate qualifications and experience and</li> <li>• At least one member must have experience in the relevant profession as follows:</li> </ul> <p>Less than 1 years <b>zero (0) points</b></p> <p>1 to 2 years <b>(5) points</b></p> <p>3 to 4 Years <b>(10) points</b></p> <p>5 to 6 Years <b>(25 ) points</b></p> <p>Above 6 Years <b>(40) points</b></p>	40
3	Cost breakdown including the rates of professionals and or all costs associated with the project.	10
4	Minimum of two (2) contactable references serviced by the client with a comprehensive project details and references with relevant experiences in similar projects.	30
5	The responsible personnel should be registered with the relevant professional bodies (Please attach proof)	10
		<b>100</b>

### **6.3 Stage 3: Preferential Procurement Points**

ORBIT TVET College applies the provision of the preferential procurement policy framework Act no 5 of 2000 and preferential procurement regulations 2017.

**The Evaluation of 80/20 for Price and BBB-EE shall be as follows:**

<b>Item</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1	Price	80
2	Black Economic Empowerment	20
3	Total	100

## **7. Special Terms and Condition**

---

1. ORBIT TVET College does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
2. The bid/tender shall be valid and open for acceptance for a period of 90 days from date of closing of tender.
3. Deregistered and blacklisted companies including directors/owners/individuals linked to the company will not be considered. Due diligence will be conducted with successful bidders to validate submitted information.
4. Counter offers by service providers shall not be considered and shall therefore nullify the offer to the company.
5. ORBIT TVET College reserves the right to amend the terms of reference before the closing date of the bid or to award whole or part of the bid to one or more service providers or to cancel the bid in whole, as well as to adjust the quantities before the final award is made.
6. Tender must be submitted on the tender documentation issued by the College.
7. Prospective suppliers must provide sufficient proof/documents to justify awarding the above points, and such proof should include details of contactable references. Points will be awarded on a sliding scale, depending on the evidence provided.
8. NOTE: Exposure in the Education sector will be advantageous. The College has the right to appoint or not to appoint a service provider for this project. The College will not necessarily accept the lowest quotation in part or full; it will be at the College's discretion to appoint the most suitable service provider who will add value to the institution.
9. In order to facilitate a transparent selection process that allows equal opportunity to all service providers, ORBIT TVET College will adhere to its policy on the appointment of service providers.
10. The College will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bids
11. Travelling costs and time spent or incurred between home and office of consultants will not be for the account of the College
12. The College undertakes to pay out within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation or a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

## PART A

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	C01/2019	CLOSING DATE: 11 October 2019		CLOSING TIME:	11H00am
DESCRIPTION	SERVICE PROVIDER TO PROFESSIONAL ENGINEERING SERVICE AT THE COLLEGE FOR A PERIOD OF ONE YEAR				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ORBIT TVET COLLEGE – CENTRAL OFFICE					
CNR BOSCH & FATIMA BHAYAT STREET					
RUSTENBURG					
0299					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr K Metsileng		CONTACT PERSON	Mr M Sebaetse	
TELEPHONE NUMBER	014 597 5524		TELEPHONE NUMBER	014 597 5526	
FACSIMILE NUMBER	014 592 7013		FACSIMILE NUMBER	014 592 7013	
E-MAIL ADDRESS	<a href="mailto:kmetsileng@orbitcollege.co.za">kmetsileng@orbitcollege.co.za</a>		E-MAIL ADDRESS	<a href="mailto:msebaetse@orbitcollege.co.za">msebaetse@orbitcollege.co.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	

	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--	--

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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

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

**DATE :** .....

**PRICING SCHEDULE**

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

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

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

**1 Appointment of Professional Engineer Firm for one year R\_\_\_\_\_**

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.  
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREO

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

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

R----- days

R----- days

R----- days

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

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

**TOTAL: R.....**

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

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

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

**TOTAL: R.....**

6. Period required for commencement with project after Acceptance of bid.....

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

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

9.If not firm for the full period, provide details of the basis on which

Adjustments will be applied for, for example consumer price index.

.....

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder<sup>2</sup>):  
 .....

2.4 Company /registration Number:  
 .....

2.5 Tax reference Number:  
 .....  
 ...

2.6 VAT Registration Number:  
 .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.  
<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

2.7.1.1.1.1.1 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.

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

.....

.....

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

**YES / NO**

2.7.3 If so, furnish particulars:

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

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

**YES/NO**

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

2.9.1 If so, furnish particulars.

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

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

**YES/NO**

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

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature Date

.....  
 Position Name of bidder

*mw*

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing

certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES  1. ....  2. ....
---

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

320

SBD 8

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 2
- 3 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.
- 4
- 5 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
  
- 6 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
6.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
6.1.1	If so, furnish particulars:		

6.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
6.2.1	If so, furnish particulars:		
6.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
6.3.1	If so, furnish particulars:		
6.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
6.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct 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:

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

11.

.....  
.....

Signature

Date

.....  
.....

Position

Name of Bidder

## GENERAL CONDITIONS OF CONTRACT.

### **1. Definitions**

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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

### **3. General**

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

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

### **4. Standards**

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

### **5. Use of contract documents and Information Inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.1 Except for purposes of performing the contract.

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

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

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

## **6. Patent rights**

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

## **7. Performance Security.**

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the

bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

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

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

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

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

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

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

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Service.**

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

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

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

## **14. Spare parts**

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending Termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's Performance.**

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

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

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

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

Clause 21.2;

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

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

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

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

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

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

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

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

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

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

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

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

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

## **25. Force Majeure**

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

Contract is the result of an event of force majeure.

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

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

## **29. Governing Language.**

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

### **30. Applicable law**

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

### **31. Notices**

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

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

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

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

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

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

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

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

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

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to

above, the purchaser may refer the matter to the Competition Commission for investigation and possible  
Imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s)

Offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL

- SEALED TENDERS will be received by the Supply Chain Management Unit for:
  - **Project : Appointment of Professional Engineer for one year**
- Tender Number : **C01/2019**
- Tenders shall be submitted in an envelope provided by the service provider not later than 11:00 noon (local time) on **11<sup>th</sup> October 2019**
- Envelopes containing Tenders should be sealed and plainly marked on the outside as to their contents.
- All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred.
- It must not be assumed that such numbering is the only reference to each item, but the tender documents must be read in detail for each item.
- Tenders received by the Supply Chain Management Division later than the specified closing time will not be accepted and will be returned unopened to the tenderer.

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

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

### 3. PRICES SUBMITTED

- The tender price or prices quoted in the tender shall be in full compensation for all labour, equipment and materials and utility and transportation services necessary to perform and complete all work under the Contract, including all

miscellaneous work, whether specifically included in the tender documents or not.

- Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

#### **4. INSURANCE**

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

#### **5. REQUIREMENTS AT TIME OF TENDERING**

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

#### **6. TENDER OPEN FOR ACCEPTANCE**

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

#### **7. NOTIFICATION OF CONTRACT AWARD**

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

#### **8. INFORMAL OR UNBALANCED TENDERS**

- In addition to those errors in the tender that shall result in the tender being rejected, as indicated in Clause 9 of the General Conditions of Contract "REQUIREMENTS AT TIME OF TENDERING", tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the College, may be rejected as informal.
- Tenderers who have submitted tenders which have been rejected by the College because of informalities will be notified of the reasons for rejection. When checking tenders, the following procedures shall be used:

- If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- If both the unit price and the total price are left blank, then both shall be considered as zero.
- If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- If the total price is left blank for a lump sum item, it shall be considered as zero.
- If the tender contains an error in addition and/or subtraction and/or transcription, the error shall be corrected and the corrected total contract price shall be governed.

## **9. WITHDRAWAL OF TENDERS**

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

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

- In order to help the College in determining the ability of any tenderer, the tenderer shall, within 48 hours after being requested in writing by the Supply Chain Management, furnish evidence satisfactory to the College of the tenderer's experience and familiarity with work of the character specified and his financial ability to prosecute the proposed work properly to completion within the specified time.
- The evidence requested may, without being limited thereto, include the following:
  - The tenderer's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the owner, date built and construction cost.
  - A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
  - An itemized list of the tenderer's equipment available for use on the proposed Contract.
  - A listing of the major parts of the work which are proposed to be sublet.
  - The tenderer's latest financial statement.

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

- The Unit Manager shall document evidence and advice Supply chain Management in writing where the performance of a supplier has been

unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

## **12. SINGLE TENDER**

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

## **13. WARRANTY**

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

## **14. PAYMENT**

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

## Annexure A: Building sites and sizes

### A. Orbit - Brits Campus

Portion 984 of Farm Roodekopjes of Zwartkopjes 427 JQ & Erven 239 - 244 Brits

No	Orbit Ref	Description	Area/m2
1	-	Guard House	7
	-	Canopy	66
2	A	Admin Office	868
	A	Store	6
3	B	Office & Classroom	326
4	C	Student Support Centre	509
5	-	Canopy	59
6	D	Ablutions & Store	84
7	D	Staff Room	344
8	E	Simulation Room & Class	258
9	F	Classrooms	313
	F	Covered Walkway	72
10	K	Hall & Offices	998
11	-	Guard House	6
12	H	Classrooms	892
	H	Store	5
13	I	Workshop	297
14	J	Workshop	300
	J	Int 1st Flr Offices	61
	J	Int Mezzanine	59
15	L	Workshop	254
	L	Canopy	58
16	-	Covered Work Area	412
17	M	Workshop, Office & Book Store	799
	M	Covered Walkway	88
18	M	Ablutions & Store	122
19	-	Canopy	75
20	-	Store	45

### B. Orbit - Mankwe Campus

RE of Portion 4 of the Farm Rhenosterspruit 908 JQ

No	Orbit Ref	Description	Area
<b>A - Campus Section</b>			
1	-	Guard House	11
2	-	Covered Entrance	57
3	-	Substation	16
4		2 Main Bld - Foyer & Student Hall	1137
		3 - Hall & Store	1366
		5 - Canteen	737
		1 - Admin Office	470
5		4 Workshop & Garages	196
6		18 Auditorium	183
7		16 Chapel	502

8	25 Classrooms	514
9 14A	Lecture Block A	906
10 14B	Lecture Block B	906
11 14C	Lecture Block C	547
12 14D	Lecture Block D	506
13 14E	Lecture Block E	506
14 14F	Lecture Block F	471
15	22 Transport & Logistics Simulation	152
16	23 Hospitality Simulation	151
17	24 Samsung Engineering Academy	421
18	13 Fitting & Turning Workshop	297
13	13 Canopy	56
19 11+12	Electrical & Boiler Workshop	760
11+12	Canopy	108
20	10 Automotive Workshop	654
	10 Covered Walkway	41
21	10 Store @ Auto Workshop	84
22	10 Canopies	187
23 -	Ablutions & Staff Canteen	66
<b>B - Staff Housing Compound</b>		
24	15 Houses - 3 bed + garage	15
25	15 Houses - 3 bed + garage	9
26	15 Houses - 2 bed + garage	10
27	15 Houses - 4 bed + garage	9
28	15 Book Store	113
<b>C - Student Village</b>		
29	17 Gym (ex Squash Court)	257
30 -	Pool Pump House	12
32	19 Guest House	2
32	20 Hospitality Training Centre	769
33 -	Staff Houses	3
34 6 to 9	Student Villages - Rooms	560
6 to 9	Student Vill - Lounge & Laundry	14

**C. Orbit - Rustenburg Campus**  
**Erf 1633 and Portion 1 of Erf 1699 Rustenburg Ext 2**

No	Orbit Ref	Description	Area
<b>A - Central Office</b>			
1	21	Admin Office	1561
2 -		Garages	44
3 -		Parking - Carports	20
-		Parking - Open Parking	20
4 -		Guard House	9
5 -		Entrance Canopy	57
6 -		Carports	61
<b>B - Rustenburg Campus</b>			
7	1	Engineering Building	703
8 -		Ablutions	77
9 2+3		Hair & Beauty Building	1266

124

10 -	Ablutions	17
11 -	Store	11
12	4 Student Recreation Centre	148
13	14 Platinum Incubator Workshop	325
	14 Mezzanine Offices	88
13	15 Jewellery Workshop	226
	15 Mezzanine Offices	70
13	16 Fitting & Turning Workshop	352
13	17 Boilermaking Workshop	352
14	18 Electrical Workshop	299
	18 Mezzanine Offices	72
15 -	Ablutions	20
16	19 ICT Building	284
	19 Mezzanine Offices	21
17 -	Ablutions	2
18	20 Student Support Centre	445
19 -	Garages & Store	151
20 -	Substation	36
21	5 Stores, Change Room & Canteen	346
22	6 Hall & Reception	424
8	8 Admin Offices	561
23	9 Staff Room	148
24 -	Ablutions	57
25 -	Ablutions	64
26	10 Classrooms	194
27	10 Store	6
28	10 Classrooms	291
29	11 Classrooms	414
30	11 Stores	10
31	11 Store	9
32	11 Classrooms	1598
33	12 Art & Music Building	299
34	13 Auditorium	474
35 -	Guard House	9
36 -	Entrance Canopy	57
37 -	Guard House	2
<b>C - Rustenburg Campus B</b>		
38 -	Ablutions	60
39	23 Hall/ Classrooms	496
40	24 Stores & Ablutions	89
41 -	Canopy	179
42	25 Admin Offices	193
43	22 Hall/ Classrooms	359
44 -	Yard Area	1000