info@orbitcollege.co.za
www.orbitcollege.co.za

APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF STUDENT DEBT COLLECTION AT ORBIT TVET COLLEGE FOR THE PERIOD OF THREE YEARS (36 MONTHS).

TENDER NUMBER: C06/2026

CLOSING DATE: 11 DECEMBER 2026

CLOSING TIME: 11H00 AM

DATASHEET FOR TENDERERS

Tender	Appointment of a Potential Service Provider for rendering of student debt collection at ORBIT TVET College for the period of Three years (36 Months)
Tender Issue Date	**16 NOVEMBER 2026**
Tender Closing Date:	**11 DECEMBER 2026** at **11:00am**
Owner	ORBIT TVET College - Central Office
Address	ORBIT TVET College - Central Office, Corner Bosch and Fatima Bhayat Street, Rustenburg, 0299
Open for Acceptance:	90 days From Tender Closing
Compulsory Briefing Meeting:	N/A

TENDER NO: C06/2026: APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF STUDENT DEBT COLLECTION AT ORBIT TVET COLLEGE FOR THE PERIOD OF THREE YEARS (36 MONTHS).

1. INVITATION TO BID

1.1 ORBIT TVET College is inviting capable and competent service providers to render student debt collection for the period of three years (36 Months)

1.2 The tender documents will be issued as from:

- **16 November 2026** and it must be downloaded/viewed on the National Treasury website(www.etenders.gov.za) and ORBIT TVET College website: (www.orbitcollege.co.za)
- A tender document will be issued at the college on the condition that the National Treasurywebsite is not functioning/working.

1.3 Closing date of tender is on the **11 DECEMBER 2026 at 11:00am.**

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

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

1.6 Bidders must make sure that the original completed bid document is in a sealed envelope, marked **TENDER NO**: **C06/2026: "**APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF STUDENT DEBT COLLECTION AT ORBIT TVET COLLEGE FOR THE PERIOD OF THREE YEARS (36 MONTHS)**"** is received and deposited in a tender box **(Security Gate)** on or before **11 DECEMBER 2026** at 11:00am at the following address: **ORBIT TVET College - Central Office, Corner Bosch and Fatima Bhayat Street, RUSTENBURG, 0299.**

2. PURPOSE

a. ORBIT TVET College invites suitably qualified, experienced and legally compliant debt collection service providers to submit proposals for the recovery of outstanding student debts owed to the College.

b. The purpose of the appointment is to improve the collection of outstanding student fees and other recoverable student-related debts, strengthen revenue collection, reduce the accumulation of student debt and improve the College's cash flow and financial sustainability

3. BACKGROUND

The College has outstanding student debts arising from unpaid tuition fees, accommodation fees and other student-related charges lawfully due to the College. Some of these debts may relate to former students, students who have completed their studies, students who have discontinued their studies and students with outstanding balances from previous academic years.

The College intends to appoint a competent debt collection service provider to assist with tracing debtors, communicating with debtors, negotiating repayment arrangements, collecting outstanding amounts and recommending further lawful recovery action where necessary.

The service provider will work under the supervision of the College's Finance Unit and in coordination with the relevant College departments.
The College will hand over all student debts up to 31 December 2021 to appointed ADRA-registered debt collector(s) for intensive tracing, collection, and recovery, as per Sections 6.1(e) and 9 of the Debt Management Policy.
Should the debtor not be able to pay the debt in one instalment, the debtor be allowed to enter into a legal agreement of a maximum of 12 months to settle the debt. These legal contracts will be owned by ORBIT and managed by the service provider.

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

The value of the student debtor’s book for outstanding debt amounts to approximately R155 000 000. ORBIT retains all rights and rewards associated with ownership of this debtor book.

ORBIT TVET College will provide the ageing and list to the value of the student debtor's book.

4. OBJECTIVES OF THE APPOINTMENT

The objectives are to:

a. Recover outstanding student debts owed to the College.
b. Improve the collection rate and reduce aged student debt.
c. Trace former students and other debtors whose contact details are outdated or incomplete.
d. Establish affordable and sustainable repayment arrangements where appropriate.
e. Provide accurate, complete and verifiable records of all collection activities and amounts recovered.
f. Support the College in identifying debts that may require further legal action or assessment for possible impairment or write-off, subject to applicable policies and approval processes.
g. Improve the College's debt management processes and contribute to sound financial management.

5. SCOPE OF SERVICES

The appointed service provider will be required to perform the following services:

5.1 **Debt verification and reconciliation**

a. Receive the student debtor information and supporting documentation supplied by the College.
b. Receive the College Debt Management Policy to ensure compliance during debt collection
c. Review and reconcile debtor balances against the information provided by the College.
d. Identify discrepancies, duplicate accounts, disputed balances and incomplete records.

e. Submit discrepancies to the College for investigation and resolution before proceeding with collection.
f. Maintain an updated debtor portfolio and collection status for each account.

5.2 **Debtor Tracing**

a. Trace former students and other student debtors using lawful and appropriate tracing methods.
b. Verify available contact details, including telephone numbers, email addresses and postal or residential addresses where legally permissible.
c. Provide the College with updated contact information and tracing outcomes.
d. Protect personal information obtained during tracing activities.

5.3 **Debt recovery and communication**

a. Contact debtors professionally through lawful communication channels.
b. Issue statements of account, demand letters and payment reminders as authorised by the College.
c. Explain the outstanding balances and available payment arrangements to debtors.
d. Negotiate repayment plans within parameters approved by the College.
e. Monitor agreed repayment arrangements and follow up on missed payments.
f. Maintain records of all communication, commitments and collection activities.
g. Refer disputed accounts to the College for resolution and suspend disputed collection action where appropriate pending verification.

5.4 **Legal recovery**

a. Assess accounts that may require escalation to legal recovery.
b. Provide recommendations to the College on appropriate recovery action.
c. Where authorised, initiate or coordinate lawful legal recovery processes through appropriately qualified legal practitioners.

d. Obtain prior written approval from the College before commencing litigation or incurring legal costs.
e. Provide progress reports on all accounts referred for legal recovery.
f. Ensure that all recovery activities comply with applicable legislation and do not involve unlawful threats, harassment or misrepresentation.

5.5 Collection and reconciliation of payments

a. Ensure that all payments are made directly into the official bank account designated by the College, unless an alternative arrangement has been expressly authorised in writing.
b. Reconcile amounts collected against the debtor accounts and the College's records.
c. Submit proof of payments, remittance information and reconciliation schedules.
d. Immediately report unidentified receipts, payment discrepancies or suspected fraudulent transactions.
e. Not receive or retain student payments in an unauthorised account.

5.6 Reporting

The service provider must submit monthly reports containing, at a minimum:

- Total value and number of accounts allocated for collection.
- Total value and number of accounts successfully traced.
- Total amounts recovered during the reporting period.
- Cumulative recoveries since the commencement of the contract.
- Recovery rate against the allocated debt portfolio.
- Number and value of active repayment arrangements.
- Accounts in arrears under repayment arrangements.
- Disputed accounts and the reasons for disputes.
- Accounts referred for legal recovery and progress made.
- Accounts where tracing or recovery has been unsuccessful, with reasons.
- Outstanding administrative matters requiring the College's intervention.
- Recommendations for improving debt recovery.

- Quarterly reports with Dashboards to the College Council with information as indicated above
- Provide advice and support for write off of student

The College reserves the right to request additional reports and supporting documents where necessary.

6. AGENCY FEE AND COLLECTION PAYMENT ARRANGEMENT

6.1. Remuneration model

The appointed debt collection service provider will be remunerated through an agreed percentage-based agency fee arrangement. The agency fee percentage will be determined through the competitive procurement process and incorporated into the signed contract.

The service provider will be authorised to collect outstanding student debts on behalf of ORBIT TVET College, subject to the terms of the contract and applicable legislation.

6.2 Deduction of agency fees and remittance of collections

For every payment received from a student debtor, the appointed service provider will be entitled to deduct its agreed agency fee, calculated at the contracted percentage of the amount collected.

The balance remaining after deduction of the agency fee must be deposited into the official bank account designated by ORBIT TVET College for student debt collections.

The arrangement will operate as follows:

- The service provider collects payment from the student debtor.
- The service provider calculates and deducts its agreed agency fee from the amount received.

- The service provider deposits the net balance into the College's designated collection account within the period stipulated in the contract.
- The service provider provides the College with a detailed reconciliation showing the gross amount collected, agency fee deducted and net amount deposited.
- The College reconciles the reported collections and deposits against its bank statements and student debtor records.
- The service provider can only claim on successful claims/payments by the students to the service provider
- No additional fees or disbursements may be incurred without prior written approval from the College.
- The College will not be liable for unauthorised expenses or charges.
- The prices billed will be inclusive of VAT, where applicable.
- Students' debts will not be charged interest

6.3 **Collection and banking controls**

The service provider must:

a. Maintain complete and accurate records of all payments received from student debtors.
b. Deposit net collections into the College's designated collection account within the contractual remittance period.
c. Not deduct any amount other than the agreed agency fee and any other deductions expressly authorised in writing under the contract.
d. Not deduct additional administrative charges, tracing fees, legal costs or other expenses from collections unless expressly provided for in the contract and duly authorised.
e. Provide proof of deposit and a transaction-level reconciliation for every reporting period.
f. Maintain an auditable record linking each payment received to the relevant student debtor account.
g. Immediately report any payment discrepancies, reversals, suspected fraud or other irregularities to the College.

h. Cooperate with the College's Finance Unit and authorised internal and external auditors in verifying all collections and deductions.

6.4 **Reporting and reconciliation**

The service provider must submit monthly reports detailing:

- Opening outstanding debt balance.
- Gross amounts collected from student debtors.
- Agency fees deducted, including the applicable percentage.
- Net amounts deposited into the College's collection account.
- Dates and references for deposits made.
- Debtor account allocations for all collections.
- Outstanding balances after payments.
- Unreconciled amounts, reversals and other discrepancies.

The College reserves the right to request supporting documentation and conduct reconciliations or audits at any time.

6.5 **Transparency and accountability**

The agency fee must be calculated strictly in accordance with the contracted percentage. The service provider may not alter the agreed rate or make unauthorised deductions.

The College will monitor compliance with the collection arrangement and may require corrective action in respect of late deposits, inaccurate reporting, unauthorised deductions or other contractual breaches.

The detailed banking, remittance, reconciliation and audit requirements must be incorporated into the signed contract and Service-Level Agreement.

7. CONTRACT PERIOD AND ANNUAL PERFORMANCE REVIEW

7.1 Contract period

The contract will be for a maximum period of three (3) years, commencing on the date specified in the signed contract.

The continuation of the contract from the first year into the second year, and from the second year into the third year, will be subject to a satisfactory annual performance review and written approval by ORBIT TVET College.

7.2 Annual performance review

The College will conduct a formal performance review at the end of each contract year to determine whether the service provider has met the contractual obligations and whether continuation of the appointment is justified.

The review will consider, among other things:

- The value of student debt successfully recovered.
- Compliance with the agreed agency fee percentage and remittance requirements.
- Timely deposit of net collections into the College's designated collection account.
- Accuracy and completeness of collection reports and reconciliations.
- Effectiveness of debtor tracing and recovery activities.
- Compliance with applicable legislation, the Service-Level Agreement and the College's policies.
- Quality of the debt recovery strategy and recommendations for further recovery action.
- Progress in identifying debts that may warrant consideration for write-off after 12 months of documented recovery efforts.
- Complaints, disputes, irregularities and corrective actions required.

The College will conduct periodic performance reviews and may require corrective action where performance does not meet the agreed standards.

Persistent non-performance, misconduct, unauthorised charges or material breaches of contract may result in remedial action or termination in accordance with the contract.

7.3 Continuation of the contract

Continuation into the second and third years will not be automatic. It will be subject to a satisfactory performance assessment, confirmation of the College's requirements, the necessary internal approvals and compliance with applicable procurement requirements and the signed contract.

Where performance is unsatisfactory, the College may require corrective action or exercise its contractual remedies, including termination where justified and permitted under the contract.

The College will communicate its decision regarding continuation in writing before the commencement of the next contract year.

7.4 Maximum contract duration

The total contract period, including any continuation into the second and third years, will not exceed three (3) years. Any continuation must remain within the original approved procurement arrangement and the applicable legal and procurement requirements.

The proposed contract period shall be determined by the College in accordance with its approved procurement strategy and applicable requirements.

8. SERVICE - LEVEL AGREEMENT

The successful bidder will be required to enter into a Service-Level Agreement (SLA) with the College.

The SLA will specify:

a) Roles and responsibilities of the College and the service provider.

b) Debt allocation and acceptance procedures.

c) Collection targets and performance indicators.

d) Reporting frequency and reporting formats.

e) Payment and reconciliation procedures.

f) Escalation of disputes and legal recovery matters.

g) Confidentiality, information security and POPIA obligations.

h) Approval requirements for legal action and additional expenses.

i) Contract monitoring, corrective action and termination provisions.

j) Handover procedures upon expiry or termination of the contract.

9. LEGAL AND REGULATORY COMPLIANCE

The service provider must comply with all applicable South African legislation, regulations and other requirements, including, where relevant:

- Debt Collectors Act 114 of 1998 and applicable regulations.

- Protection of Personal Information Act 4 of 2013 (POPIA).

- National Credit Act 34 of 2005, to the extent applicable to the relevant transactions and services.

- Prescription Act 68 of 1969.

- Applicable rules governing civil litigation and the recovery of debts.

- Public procurement legislation and regulations applicable to the College at the time of procurement.

- The College's approved SCM, financial management, debt management and records management policies.

- The service provider must not pursue debts that have not been properly verified or take recovery action that is prohibited by law.
- Potentially prescribed debts must be referred to the College for legal assessment before further action is taken.

10. CONFIDENTIALITY AND PROTECTION OF STUDENT INFORMATION

a. All student debtor information supplied by the College remains confidential.
b. The service provider may use such information only for purposes authorised under the contract.
c. The service provider must implement reasonable technical and organisational security measures to protect student information against unauthorised access, loss, disclosure or misuse.
d. Student information must not be disclosed to unauthorised third parties or used for marketing or unrelated purposes.
e. Any suspected data breach must be reported to the College without undue delay in accordance with the SLA and applicable law.
f. Upon expiry or termination of the contract, the service provider must return or securely dispose of student information as instructed by the College and as permitted by applicable records retention requirements.

11. OWNERSHIP OF RECORDS AND AUDIT RIGHTS

All debtor records, reports, reconciliations and collection information generated for the College must be made available to the College.

The College reserves the right to inspect relevant records, request supporting documentation and conduct performance or compliance reviews relating to the services rendered.

The service provider must cooperate with authorised internal and external auditors and provide reasonable access to records relating to the contract, subject to applicable confidentiality and legal requirements.

12. REPORTING LINE AND CONTRACT MANAGEMENT

The service provider will report to the official designated by the College, ordinarily within the Finance Unit.

The College will appoint a contract manager to monitor service delivery, verify reported collections, coordinate the allocation of debt accounts and ensure compliance with the SLA.

The service provider may not amend debtor balances, waive debts, write off amounts, approve settlements outside delegated authority or make commitments on behalf of the College without written authorisation.

13. SUBMISSION OF PROPOSALS

Bidders must submit proposals in accordance with the submission method, closing date, closing time and other conditions stipulated in the official advertisement.

Late submissions and non-compliant submissions will be dealt with in accordance with the published tender conditions and applicable procurement rules.

The College reserves the right to cancel or withdraw the procurement process where lawfully justified and in accordance with applicable procurement requirements.

14. EVALUATION AND AWARD

Bids will be evaluated in accordance with the criteria and process disclosed in the tender documents, including applicable administrative compliance, mandatory requirements, functionality where applicable, price and preference points.

The appointment will be subject to the College's approval and applicable procurement requirements.

The College does not guarantee a particular value of debt recovery or a minimum number of accounts allocated to the successful bidder.

15. EXPECTED OUTCOME

The expected outcome is the appointment of a competent, ethical and cost-effective debt collection service provider that will assist ORBIT TVET College to recover outstanding student debts, strengthen revenue collection, improve debtor account management and promote sound financial governance.

- Enquires should be made in writing.
- Bid Documents for participation can be downloaded from www.etenders.gov.za.

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

16. 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.
- Certification must be dated and the date must not be older than six months.

NO telephonic or any other form of communication relating to this bid will be permitted with any other ORBIT TVET College member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.
ANY MEANS OF ATTEMPTING TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BID.

All SCM enquiries shall be in writing and directed to:
Mr C Chaauke – Supply Chain Manager Tel: 014 597 5515,
E-mail: cchaauke@orbitcollege.co.za

All technical enquiries shall be in writing and directed to:
Mr M Sebaetse – Deputy Principal Finance Tel: 014 576 5512,
E-mail: msebaetse@orbitcollege.co.za

Please Note: ORBIT TVET College will be closed for December holiday from 15 December 2025 till 2 January 2027.
Please Note*: Blacklisted companies appearing on the National Treasury database and prohibited from conducting business with public entities, will be disqualified.*

17. 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 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 **70 points** and submissions that fail to achieve the minimum qualifying score will be disqualified.
- Only submissions that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20** preference point systems prescribed in Preferential Procurement Regulations 5 and 6.

The evaluation of 80/20 for Price and BEE shall be as follows:

Evaluation Criteria		Points
1.	**Price**	**80**
2.	**Specific Goals**	**20**
3.	**Total**	**100**

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

Price and Preferential Points Scoring System

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

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

Preferential Points Scoring Goals:

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

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

Non submission of the documentary proof will lead to zero (0) points on specific/preferential goals. Points will be allocated based on the percentage ownership per goal.

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

18. THE EVALUATION CRITERIA FOR FUNCTIONALITY WILL BE AS BELOW:

Bidders will be evaluated on their demonstrated ability to deliver effective, ethical and cost-effective student debt collection services.

Bidders that score a minimum of **70%** in the below functionality requirement, will proceed to the next level for evaluation of price. Please take note of the required submission that will impact on the number of points awarded.

No	Criteria	Weight
1 1.1	Relevant years of experience and number of debt collection projects successfully executed by the bidder Relevant Experience in debt collections projects in Institutions of higher learning (colleges, universities) and other state institutions ➢ 1-2 Years of experience = **5 Points** ➢ 3-5 Years of experience = **10 Points** ➢ 6 or more Years of experience = **15 Points**	**15**
1.2	Number of debt collection projects successfully executed in the Institutions of higher learning (colleges, universities) and other state institutions ➢ 1-2 Projects = **5 Points** ➢ 3-5 Projects = **10 Points** ➢ 6 or more Projects = **15 Points**	**15**
2	Valid Proof of Registration with the Council for Debt Collectors	**5**
3	Valid proof of registration with the **Association of Debt Recovery Agents of SA (ADARA)**	**10**
4	**Resource capacity to deliver (attach at least four CVs of the relevant personnel)** - Four CVs of Personnel profile with relevant qualifications, skills and experience who will work on the debt collection project. ➢ Relevant qualifications with two (2) years of experience = **5 points** ➢ Relevant qualifications with three (3) to five (5) years of experience =**10 points** ➢ Relevant qualifications with six (6) or more years of experience = **15 points**	**15**
5	Project plan for proposed services ➢ Propose project plan methodology = **5 points** ➢ Proposed organisational structure to support or capacitate successful project execution (The Bidder must demonstrate capacity linked to their strategy with specific reference to the following: - Number of staff and their target number of calls to debtors that can be achieved ➢ Number of staff and how many 12-month contracts each can manage	**25**

No	Criteria	Weight
	➢ Supervisory level and contact interval with sub-ordinates • - Experience of staff on the organogram specifically assigned to this appointment = **5 points** ➢ Innovation and technology to support or capacitate successful project execution = **10 points** ➢ - Contract management and reporting mechanism & timelines = **5 points**	
6	3 years Audited Annual Financial Statements ➢ 1 year = **5 Points** ➢ 2 years = **10 Points** ➢ 3 years = **15 Points**	**15**
	Total	**100**

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.

19. STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS

- Valid proof of registration with the Council for Debt Collectors profile of the Organization.
- Valid proof of registration with the **Association of Debt Recovery Agents of SA (ADARA).**
- Tax Compliance status Certificate.
- Valid Certified BBB-EE Certificate/Sworn affidavit (Only for preferential points)
- Valid Certified CIPC registration documentation.
- Valid Certified Copy of ID's of the Directors/Shareholders.
- Valid proof of business address **(Lease Agreement or Utility Bill in the Company Name).**
- A valid Central Supplier Database (CSD) registration report.
- A company profile detailing the bidder's experience in student debt collection, education-sector debt recovery or comparable debt collection assignments.
- Contactable references from at least three clients for whom similar services have been provided, preferably public institutions or educational institutions.

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.
- Certification must be dated and the date must not be older than six months.

20 .CONDITIONS FOR COMPLETING BID DOCUMENTS.

The ORBIT TVET College Supply Chain Management Policy will apply.

1. **If any of the following bid forms are not completed fully and signed or not handed in with your bid on closing date and time, your bid will be immediately disqualified.**
   - **SBD 1** (Invitation to bid) (make sure it is signed).
   - **SBD 3** Pricing Schedule If not filled; please refer to Annexure or Addendum where the price is mentioned.
   - **SBD 4** (Declaration of interest, ensure that it is signed)
   - **SBD 6.1**(Preferential Claim Form) must be signed regardless of points claimed or not ensure that it is signed.
   - **SBD 8** (Declaration of bidder past supply chain management practices ensure that it is signed.
   - **SBD 9** (Bid Rigging) Make sure it is signed and completed.
2. ORBIT TVET College does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
3. Bids submitted are to hold good for a period of 90 days.
4. **De-registered 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.**
5. Counter offers by service providers shall not be considered and shall therefore nullify the offer to the company.

***N.B. 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*.**

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*ORBIT TVET COLLEGE – CENTRAL OFFICE*)					
BID NUMBER:	**C06/2026**	CLOSING DATE:	**11 DECEMBER 2026**	CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF STUDENT DEBT COLLECTION AT ORBIT TVET COLLEGE FOR THE PERIOD OF THREE YEARS (36 MONTHS)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
ORBIT TVET COLLEGE – CENTRAL OFFICE					
CNR FATIMA BHAYAT AND BOSCH STREET					
RUSTENBURG					
0299					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR. C. CHAAUKE (SCM MANAGER)**	CONTACT PERSON	**Mr. M. SEBAETSE (DPF)**
TELEPHONE NUMBER	**014 597 5515**	TELEPHONE NUMBER	**014 597 5512**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**cchaauke@orbitcollege.co.za**	E-MAIL ADDRESS	**msebaetse@orbitcollege.co.za**

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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?***	☐ Yes ☐ No [IF YES, ANSWER 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.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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
(Professional Services)

NAME OF BIDDER: ……BID NO.: **C06/2026**

CLOSING TIME 11:00 CLOSING DATE: 11 DECEMBER 2026

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

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

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

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

R ……..……...

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

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

5.1 Travel expenses (specify, for example, rate/km and total km, class of 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

TOTAL: R…….....

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

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

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

TOTAL: R…….

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

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

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

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

.....

.....

.....

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). Given possible allegations of 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 authorized representative declare his/her position about the evaluating/adjudicating authority where-

   - The state employs the bidder; and/or

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

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

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

2.2 Identity Number: ……
……

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

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

2.5 Tax Reference Number: ……..……
…

2.6 VAT Registration Number: ……....

2.6.1 The names of all directors/trustees/shareholders/members, their identity numbers, tax reference numbers, and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.[1]"State" means –

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

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

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

Presently employed by the state?

2.7.1 If so, furnish the following particulars: Name of person/director/trustee/shareholder/member:……...……
…
Name of state institution at which you or the person Connected to the bidder is employed: ……
Position occupied in the state institution:……

Any other particulars:
……

……
……

2.7.1.1 If you are currently employed by the state, did you obtain **YES / NO**
The appropriate authority to undertake remunerative Work outside employment in the public sector? If yes, did you attach proof of such authority to the bid document? **YES/ NO**

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

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

…….
…….

2.7.2 Did you or your spouse, or any of the company's directors / **YES / NO**
Trustees / shareholders/members or their spouses conduct Business with the state in the previous twelve months?
2.7.3 If so, furnish particulars:
……..

……..
……...

Do you, or any person connected with the bidder, have **YES/NO**

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

2.9.1 If so, furnish particulars.

……...
……..….
……

2.10 Are you, or any person connected with the bidder, **YES/NO**

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

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors/trustees/shareholders/members **YES/NO**

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

2.11.1 If so, furnish particulars:

……
……
……

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

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

…….. ……
Signature Date

…… ……
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require either of a tenderer, before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b)**"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)***"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d)**"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 80/20

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

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Category A- Evaluation on B-BBEE points= Highest points to be scored=5		**Claim points below**
B-BBEE status **1**	= 5 points	
B-BBEE status **2**	=2 points	
B-BBEE status 3 to 8	= 1 point	
Category B - Enterprise located within North West Province(Locality) Highest points to be scored=5		**Claim points below**
Companies in the townships/ remote areas of the North West Province, within the local municipality, where goods and services are required. Where goods and services are delivered within the Orbit TVET College same points are allocated within the District Municipal area. Companies located in the North West Province where multiple delivery points are required.	5 points	
Company is located within the borders of the North West Province, but not within the local municipal area where goods and services are required.	3	
Companies located outside the borders of North West Province	0	

Category C, Historically Disadvantaged Individuals, Youth, People living with disabilities, women, Highest points to be scored =10 (Points will be according to the number of shares held by Directors)		
Historically Disadvantaged (HDI)	3	
Youth	3	
People living with disability(attach medical report)	2	
Women	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages that it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audit alteram partem* (hear the other side) rule has been applied; and

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

.....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....

4. BID DECLARATION

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

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

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

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

6. SUB-CONTRACTING

6.1 Will any portion of the contract be subcontracted?

(***Tick applicable box***)

6.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%

ii) The name of the sub-contractor……..

iii) The B-BBEE status level of the sub-contractor.....……..

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

7.1 Name of company/firm:……

7.2 VAT registration number:……

7.3 Company registration number:……

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

7.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

v) The information furnished is true and correct;

vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(f) disqualify the person from the bidding process;

(g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(h) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(j) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract

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

Item	Question	Yes	No
6.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
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)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.**	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
6.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

……... **……..**

Signature **Date**

…… **……..**

Position **Name of Bidder**

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct about such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description) in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and 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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
   (a) prices;
   (b) the geographical area where the product or service will be rendered (market allocation)
   (c) Methods, factors, or formulas used to calculate prices;

(d) The intention or decision to submit or not to submit, a bid;

(e) The submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before the date and time of the official bid opening or of the awarding of the contract
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……	……
Signature	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

4. Standards

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

5. Use of contract documents and Information Inspection.

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

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

5.1 Except for purposes of performing the contract.

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

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

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

6. Patent rights

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

7. Performance Security.

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

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the
bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Service.

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending
Termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note upon 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 a written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's Performance.

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC
Clause 21.2;
(b) If the Supplier fails to perform any other obligation(s) under the contract; or
(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, Also be applicable to any other enterprise or any partner, manager, Director or other person who wholly or partly exercises or exercised or
May exercise control over the enterprise of the first-mentioned person, And with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

(i) The name and address of the supplier and / or person restricted by the Purchaser;
(ii) The date of commencement of the restriction
(iii) The period of restriction; and
(iv) The reasons for the restriction.
These details will be loaded in the National Treasury's central database
Of suppliers or persons prohibited from doing business with the public Sector.

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or 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 that has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve such Dispute or difference by mutual consultation.
27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing Language.

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier Concerned by registered or certified mail and any other notice to him Shall be posted by ordinary mail to the address furnished in his bid or To the address notified later by him in writing and such posting shall be Deemed to be proper service of such notice
31.2 The time mentioned in the contract documents for performing any act After such aforesaid notice has been given, shall be reckoned from the Date of posting of such notice.

32. Taxes and Duties.

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in

addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s)

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

SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL

- **SEALED TENDERS** will be received by the Supply Chain Management Unit for:
    - **APPOINTMENT OF A POTENTIAL SERVICE PROVIDER TO RENDER FOR STUDENT DEBT COLLECTION AT ORBIT TVET COLLEGE FOR THE PERIOD OF THREE YEARS (36 MONTHS).**
- Tender Number**: C06/2026**
- Tenders shall be submitted in an envelope provided by the service provider not later than **11:00 AM** on **11 December 2026.**
- Envelopes containing Tenders should be sealed and marked on the outside as to their contents.
- All index and reference numbers in the Tender Documents are given for the convenience of the Contractor and such must be taken only as a general guide to the items referred.
- It must not be assumed that such numbering is the only reference to each item, but the tender documents must be read in detail for each item.
- Tenders received by the Supply Chain Management Division later than the specified closing time will not be accepted and will be returned unopened to the tenderer.

2. TENDERERS MAY OBTAIN INTERPRETATION OF TENDER DOCUMENTS

- Should any person contemplating submitting a tender for the proposed Contract require additional information concerning the scope of the work or the manner in which it must be carried out, or should he be in doubt as to the meaning of the Specifications, he may submit a written request to the Supply Chain Management for such additional information or for such interpretation.
- **INFORMATION FOR TENDERERS** submitting the request will be responsible for its prompt delivery.
- Any information or interpretation for all tenders will not be permitted within 48 hours of closing.

- The Supply Chain Management reserves the right to issue any additional Addenda.
- All Addenda issued during the time of tendering shall be taken into account in preparing the Tender, and in closing the Tender; they shall become a part thereof.
- The College will not be responsible for any verbal instruction given to the service provider during the tendering period.

3. PRICES SUBMITTED

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

4. INSURANCE

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

5. REQUIREMENTS AT THE TIME OF TENDERING

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

6. TENDER OPEN FOR ACCEPTANCE

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

7. NOTIFICATION OF CONTRACT AWARD

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

8. INFORMAL OR UNBALANCED TENDERS

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

9. WITHDRAWAL OF TENDERS

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

10. ABILITY AND EXPERIENCE OF TENDERERS

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

11. EXCLUSION OF TENDERERS DUE TO POOR PERFORMANCE

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

12. SINGLE TENDER

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

13. WARRANTY

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

14. PAYMENT

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