APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF CLEANING SERVICES AT ORBIT TVET COLLEGE – RUSTENBURG CAMPUS FOR THE PERIOD OF 36 MONTHS.

TENDER NUMBER: R01/2026

CLOSING DATE: 04 DECEMBER 2026

CLOSING TIME: 11H00 AM

DATASHEET FOR TENDERERS

Tender	Appointment of a Potential Service Provider for rendering of cleaning services at ORBIT TVET College – Rustenburg Campus for the period of 36 Months.
Tender Issue Date	**06 NOVEMBER 2026**
Tender Closing Date:	**04 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
Non - Refundable Tender document fee (Cash)	*R50.00 (On Condition that t h e National Treasury website is not Working)*
Open for Acceptance:	90 days From Tender Closing
Compulsory Briefing Meeting:	N/A

TENDER NO: R01/2026: APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF CLEANING SERVICES AT ORBIT TVET COLLEGE – RUSTENBURG CAMPUS FOR THE PERIOD OF 36 MONTHS.

R01/2026: INVITATION FOR COMPETENT SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR ORBIT TVET COLLEGE – RUSTENBURG CAMPUS FOR THE PERIOD OF 36 MONTHS.

1. INVITATION

1.1 ORBIT TVET COLLEGE is inviting capable and competent service providers to render cleaning services for Rustenburg Campus.

1.2 No compulsory briefing session will be held.

1.3 The tender documents will be issued as from:

- 06 November 2026 and it can be downloaded/viewed on www.etenders.gov.za
- Tender document will be issued at the college on condition that National Treasury website is not functioning/working.
- Tender document can also be downloaded on our ORBIT TVET College Website (www.orbitcollege.co.za)

1.4 Closing date of tender is on the **04 December 2026** at **11:00am**.

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

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

1.7 Bidders must make sure that original completed bid document is in a sealed envelope, marked "R01/2026: SERVICE PROVIDER TO RENDER CLEANING SERVICES AT ORBIT TVET COLLEGE – RUSTENBURG CAMPUS" is received and deposited in a tender box (Security Gate) on or before **04 December 2026 at 11:00am** at the following address:

ORBIT TVET COLLEGE – Central office
Corner Bosch and Fatima Bhayat Street
RUSTENBURG
0299

1.8 All enquiries shall be in writing and directed to:

Mr C Chaauke – Supply Chain Manager
Tel: 014- 597 5515
E-mail: cchaauke@orbitcollege.co.za

1.9 Enquiries received after 14:00 on 20 November 2026 will not be attended to.

BID SPECIFICATION: TENDER - R01/2026 RENDERING CLEANING SERVICES FOR ORBIT TVET COLLEGE FOR THE PERIOD OF 36 MONTHS AT RUSTENBURG CAMPUS.

2. BACKGROUND

- Rustenburg Campus has ±3000 students, ±150 staff members, and a moderate number of the public who visit daily. The Campus is entrusted to provide a hygienic environment to our staff members, students, and the public.
- To provide that, the Campus wants to appoint a service provider that can provide cleaning services to all its offices, classrooms, workshops, and ablution facilities
- The cleaning is to be done from Monday to Saturday, from 06h00 to 19h00. An approved timetable will be stipulated in the service level agreement.
- Interested service providers should include the provision of labour, cleaning chemicals, and cleaning equipment in their bid.

3. SERVICE REQUIREMENTS

- **10 Cleaners**
- Weekly on-site inspection by the manager is required
- Daily cleaning report on ablution facilities and weekly report on other areas
- Monthly cleaning monitoring system in place
- 100% availability of cleaning materials at all times
- Industrial standardized cleaning equipment

4. BREAKDOWN OF WORK TO BE DONE

4.1 BREAKDOWN OF OFFICES, CLASSROOMS, AND WORKSHOPS ABLUTIONS FACILITIES TO BE CLEANED.

VENUES/AREAS	DESCRIPTION	
ADMIN BUILDING	All Offices, including corridors	15
	Ablution Facilities	4
	Book Store	2
	College Hall, including stage & Store Rooms	1
BUSINESS STUDIES BUILDING 1	Offices	6
	Computer Rooms & Sim	10
	Book Store	1
	Computer Store Room/Server	1
	Ablution Facilities (Cafeteria)	6
BUSINESS STUDIES BUILDING 2	Classrooms	17
	Offices	2
AUDITORIUM	Offices	9
	Ablution Facilities	5
	Foyer	2
	Classroom	1
	Hall	1
	Stage	1
JELLEWERY	Offices	4
	Classroom & upstairs	1
	Training area	3
	Ablution Facilities	2
HAIRCARE BUILDING	Offices	10
	Ablution Facilities	3
(Ground Floor)	Computer Room	1
	Foyer	1
	Kitchen	1
	Simulation Room	1
	Simulation Room Ablution	1
	Lecturers' Resource Centre, including kitchen	1
	Ablution Facilities	1
HAIRCARE BUILDING	Ablution Facilities	3
	Store rooms	2
(Top Floor)	Offices	2
	Kitchen	1
	Classroom	1
	Hair salon	1
	Beauty Centre	2
ENGINEERING BUILDING	Offices	5
	Ablution Facilities	2
	Store Room	2
	Classrooms	12
Mobile Classrooms & Recreation Hall	Mobile Classroom	11
	Student Recreation Hall	1

WORKSHOPS: JEWELLERY. **SEDA –Platinum (will assist when needed to clean offices & Ablution facilities)**	Office Classroom upstairs Training area Ablution Facilities	4 1 3 2
CAMPUS B	**Hall A** Hall **Hall B** Hall **Hall C** Classrooms Ablution Facilities	 1 1 2 3
WORKSHOP:FITTING & TURNING	Office Store room Ablution Facilities Training area Classroom	1 1 1 1 1
WORKSHOP: BOILER MAKING	Offices Storeroom Ablution Facilities Training Area	1 1 1 1
WORKSHOP: EIC	Office Store room Ablution Facilities Training area Classroom	1 2 1 2 1
STUDENT SUPPORT	Reception Computer Rooms Kitchen Study Area Board room Offices	1 2 1 1 1 7
WORKSHOPS	Ablution Facilities	2
GUARD ROOMS	Guard rooms Ablution Facilities	4 1
ENTERPRENEURS CENTRE (will assist when needed to clean offices & Ablution facilities)	Reception Office Board Ablution facilities Kitchen	1 3 1 2 1
IT & COMPUTER VENUE	Training Area Office-upstairs	3 1
MUSIC BUILDING (will assist when needed to clean offices & Ablution facilities)	Ablution facilities Kitchenette Office	2 1 8

5. THE REQUIREMENTS IN CLEANING

ADMIN BUILDING

Ablution Facilities	Twice Daily
Clean Vacuum carpets and rugs	Daily
Sweep & Damp mop all tiled surfaces	Daily
Wipe all desk and tops of drawer units	Daily
Polish furniture	Daily
Dusting of furniture and equipment	Daily
Empty and clean waste receptacles	Daily
Dust telephones	Daily
Clean walls, partition glass and light switches	Daily
Polish desks	Weekly
Dust picture frames	Weekly
Dust blinds	Weekly
Vacuum upholstered furniture	Weekly
Wash windows	Quarterly
Wash carpets	Bi-annually

CLASSROOMS

Sweep & Damp mop all tiled surfaces	Daily
Wipe all desks, chairs and tops	Daily
Clean walls, partition glass and light switches	Daily
Empty and clean waste receptacles	Daily
Dusting of furniture and equipment	Daily
Dust blinds	Daily
Wash windows and provide special equipment (scaffolding) for 2nd floor windows.	Quarterly

COMPUTER CLASSROOMS

Sweep & Damp mop all tiled surfaces	Daily
Wipe all desks, chairs and tops	Daily
Clean walls, partition glass and light switches	Daily
Empty and clean waste receptacles	Daily
Dusting of furniture and equipment	Daily
Dust blinds	Daily
Dust PC and screen	Daily
Tip and tap keyboard	Daily
Wash windows and provide special equipment (scaffolding) for 2nd floor windows.	Quarterly

WORKSHOPS

Sweep & Wash Floors with appropriate Chemicals	Daily
Wipe all desks, chairs and tops	Daily
Clean walls, partition glass and light switches	Daily
Empty and Clean waste receptacles	Daily
Wipe/Dusting of Equipment	Daily
Wash windows	Quarterly

HALL AND STAGE

Sweep and damp mop the floors	Daily
Clean marks from walls, partition glass and light switches	Daily

Wash windows	Quarterly
Empty and clean waste receptacles	Daily
Dusting of furniture and equipment	Daily
Dust blinds	Weekly

AUDITORIUM

Sweep and damp mop the floors (offices, foyer and passages)	Daily
Clean walls, partition glass and light switches	Daily
Wash windows	Quarterly
Empty and clean waste receptacles	Daily
Dusting of furniture and equipment	Daily
Dust blinds	Weekly
Vacuum carpets	Weekly
Vacuum upholstered furniture in auditorium (Chairs)	Weekly
Wash carpets in auditorium	Quarterly

GUARD HOUSES

Wash windows	Monthly
Sweep & Damp mops the floors	Daily
Empty & Clean waste receptacles	Daily
Dusting of furniture	Daily

GENERAL CLEANING GUIDELINES DUSTING

Dust all horizontal surfaces (low-level)	Daily
Dust all high ledges and fittings	Daily
Dust all vertical surfaces (walls, cabinets to a height of 2m	Daily
Dust all window ledges (high and low)	Daily

PASSAGE & LOBBY FLOOR MAINTENANCE

Heavy traffic areas	Weekly
Sweep	Weekly
Damp mop, sanitize	Weekly

TOILETS

Clean Ablution facilities	Daily
Clean and sanitize all fixtures, washbasins, chrome fittings, and dispensers	Daily
Clean and sanitize all toilets, toilet seats, urinals, and basins	Daily
Clean all bright metal surfaces	Daily
Clean all mirrors	Daily
Sweep and wet mop floors with disinfectant	Daily
Empty all waste containers/disposals, replace liners as needed	Daily
Empty and sanitize internal receptacles	Daily
Damp clean and disinfect walls; partitions, ledges, sills and counters,	Daily
Damp clean and disinfect doors, doorframes and handles	Daily
Remove scale from urinals and toilets bowls	Daily
Report broken toilet basins, water leaks, etc.	When applicable

STAIRS, PASSAGES, HANDRAILS & FIRE ESCAPES

Dust hand railings and fittings	Daily
Maintain landings, risers, and treads according to type	Daily
Sweep the fire escape	Daily
Clean fire escape	Daily
Wash passages and stairs	Monthly

WASTE DISPOSAL

Empty and clean all waste bins and receptacles	Daily
Remove all waste to agreed area	Daily

WALLS & PAINT WORK

Clean Marks from Wall	Daily

GLASS & METAL WORK

Clean glass partitions and/or doors	Weekly
Clean and polish all bright metal fitting & Trophies	Monthly
Wash interior and exterior windows	Quarterly

HALLS ON CAMPUS B

Sweep and damp mop floors	Daily
Clean walls, partition glass and light switches	Weekly
Wash windows	Quarterly
Empty waste receptacles	Daily
Dusting of furniture and equipment	Daily

6. CONDITIONS FOR COMPLETING BID DOCUMENTS.

If any of the following bid forms are not fully completed and signed or not handed in with your bid on the closing date and time, your bid will be immediately being 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 price is mentioned.
- SBD 4 (Declaration of interest, ensure that it is signed)
- SBD 6.1(Preferential Claim Form) must be signed regardless if 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.
- B-BBEE Status level verification certificate (valid certified copy must be submitted with the bid document).

7. SPECIAL TERMS AND CONDITIONS

- The period of the contract shall be for **3 years with an option of 2 years' renewal.**
- Conditions of engagement will be outlined in the service level agreement that will be signed with the appointed service provider.
- The appointed bidder is responsible for due compliance with laws relating to rendering cleaning services payment of statutory wages to the cleaners employed by it.
- The College reserves the right to terminate the contract by giving one month's notice in writing.
- The College is not obliged to award service to the lowest bidder
- Telephonic, facsimile, emailed, and late bid documents will not be accepted.
- The College reserves the right to stop the procurement process, not to select any bidder, and not to shortlist bidders.
- The College may require that shortlisted bidders give presentations to inspect their sites.
- A B-BBEE status level verification certificate must be submitted to qualify for preference points
- Bidders must submit proof of their experience in rendering similar cleaning services. A minimum of at least 3 years' experience is required

PLEASE NOTE:

- No tippex is allowed. All changes must be scratched out, and the relevant signature must appear next to each change.
- Bid documents must be completed in black ink and **not typed**.

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

8. STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS

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

- Valid Certified CIPC Registration Documentation.
- Valid Tax - Compliance status Certificate **with pin.**
- Valid Certified BBB-EE Certificate/Sworn affidavit (**Only for preferential points**).
- Valid Certified copies of the directors' identity documents.
- Certificate of Good Standing, Compensation Commissioner.
- Central Supplier Database (CSD) Registration.
- Valid Proof of business address (**Lease agreement or Municipal account in the name of the company**).
- Valid Proof of Insurance Cover (Public Liability).
- Company Profile.

9. OTHER DOCUMENTS TO BE SUBMITTED

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

- If the bidder is not the actual manufacturer of cleaning materials and will be sourcing the products from another company, **a signed letter** from that **Company, Retailer, or / Supplier confirming a firm supply arrangement,** including **lead time** in this regard as well as SANAS Certification on products, must accompany your bid at the closing date and time.
- Certified copy of **Reference letter(s),** whereby it is indicated that you have experience in Supply and Delivery services with the necessary competency.
- Proof of financial capacity (bank rating) not older than **3 months** from the closing date.
- Accreditation Certificate with the National Contract Cleaners Association **NCCA.**

10. 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

11. GENERAL INFORMATION

- No adjustments to the quoted price will be accepted once the bids have been submitted.
- No subcontracting will be allowed for this bid.
- It is expected that the appointed bidders must be able to deliver the goods/services within **30 days** from the day of the tender awarded.
- The service provider must clearly demonstrate the capacity to procure and deliver the items for which they are bidding.
- ORBIT TVET College reserve the right to ask for documentation to prove financial capacity of the bidder.
- Deregistering and blacklisted companies including directors/owners/individuals linked to the company, will not be considered
- Counteroffer by service providers shall not be considered and shall therefore nullify the offer to the company.
- ORBIT TVET College reserve the right to amend the specification before the closing date of the bid or to award the whole or part of the bid to one or more service provider or to cancel the bid in the whole, as well as to adjust the quantities before he financial award is made.
- No telephone or emails will be accepted for submission.
- Any means of attempting to influence adjudication process or outcome of adjudication process will result in immediate disqualification of the entire bid
- Enquires should be made in writing.
- Bid Documents for participation can be downloaded from www.etenders.gov.za
- All bid submissions must be done in hard copy.

12. EVALUATION CRITERIA

Functionality as pre-qualification

The following prequalification values will be used:

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

DESCRIPTION	Weights
List of **3 references** from current/previous experience clients in the cleaning industry to be contacted, including the names of the contact persons and their telephone numbers/e-mail addresses. Points will be located as follows: **Less than 1 year (0) points** **1 to 2 years (5) points** **3 to 4 Years (15) points** **5 to 6 Years (30) points**	**30**
An outline of how the services would be rendered, the type of chemicals that would be used and the equipment available for cleaning. Chemical **(5) points** Equipment's **(5) points** Both Chemical and Equipment's **(10) points**	**10**
Provide the current Health and Safety files for cleaning services.	**5**
Skills profile of the cleaning supervisor and his/her Staff. We expect them to have either First Aid or Firefighting Skills.	**5**
Accreditation certificate with the National Contract Cleaners Association **NCCA**	**20**
Proposal on how the services will be provided in the event of a labour strike, disruptions, or shortage of staff	**5**
Proposed job descriptions for the Supervisor and Staff.	**5**
Proof of financial capacity (**Bank Rating) NOT OLDER THAN 3 MONTHS**	**20**
TOTAL	**100**

13. 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.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*ORBIT TVET COLLEGE – CENTRAL OFFICE*)					
BID NUMBER:	**R01/2026**	CLOSING DATE:	**04 DECEMBER 2026**	CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF A POTENTIAL SERVICE PROVIDER FOR RENDERING OF CLEANING SERVICES AT ORBIT TVET COLLEGE – RUSTENBURG CAMPUS FOR THE PERIOD OF 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 MC Sebopelo**
TELEPHONE NUMBER	**014 597 5515**	TELEPHONE NUMBER	**014 597 5500**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**cchaauke@orbitcollege.co.za**	E-MAIL ADDRESS	**csebopelo@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 – FIRM PRICES
(SERVICES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……Tender Number: **R01/2026**

Closing Time: **11:00am** Closing Date: **04 December 2026**

OFFER TO BE VALID FOR……..DAYS FROM THE CLOSING DATE.

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

ITEM NO.	DESCRIPTION	**TOTAL MONTHLY** BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX	**TOTAL FOR 36 MONTHS** BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
1	Provision of **Ten (10) Cleaning Staff**	R	R

- ***Price quoted must include all material/equipment, Protective Clothing and etc. that Cleaners will use to work***
- ***Monthly Cost of Cleaners must be inclusive of all hidden costs (UIF, Bonus, COIDA, and Skills Development Levy & Provident Fund)***
- ***All Cleaning Equipment and Detergents must be provided by the bidder***
- ***Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial Wage Determination will be considered***

Bidder's name : _____

Bidder's Signature: _____

Date: _____

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). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - The bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[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 individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

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

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

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

Presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
……..……
Name of state institution at which you or the person
Connected to the bidder is employed :
……
Position occupied in the state institution:
……

Any other particulars:
……

……
……

2.7.1.1 If you are presently employed by the state, did you obtain **YES / NO**

The appropriate authority to undertake remunerative
Work outside employment in the public sector?

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

document?

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

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

……
……

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

2.10.1If 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: ……
……
……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.
2
3 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
4
5 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract

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

Item	Question	Yes	No
4.1	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 ☐
4.1.1	If so, furnish particulars:		
4.2	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 ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

……... **……..**

Signature **Date**

…… **……..**

Position **Name of Bidder**

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all 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 in relation to such system.

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[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) geographical area where product or service will be rendered (market allocation)
   (c) Methods, factors or formulas used to calculate prices;
   (d) The intention or decision to submit or not to submit, a bid;
   (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

11.

……	……
Signature	Date
……	……
Position	Name of Bidder

SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL

- **SEALED TENDERS** will be received by the Supply Chain Management Unit for:
    - **RENDERING OF CLEANING SERVICES AT ORBIT TVET COLLEGE – RUSTENBURG CAMPUS FOR THE PERIOD OF 36 MONTHS.**
- Tender Number**: R01/2026**
- Tenders shall be submitted in an envelope provided by the service provider not later than **11:00 AM** on **04 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.

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Service.

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending
Termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's Performance.

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 Without the application of penalties.

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

to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working Days of such imposition, furnish the National Treasury, with the Following information:
(i) The name and address of the supplier and / or person restricted by the Purchaser;
(ii) The date of commencement of the restriction
(iii) The period of restriction; and
(iv) The reasons for the restriction.
These details will be loaded in the National Treasury's central database Of suppliers or persons prohibited from doing business with the public Sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, Damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the
Contract is the result of an event of force majeure.
25.2 If a force majeure situation arises, the supplier shall promptly notify The purchaser in writing of such condition and the cause thereof. Unless otherwise

directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is
Reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

28. Limitation of Liability

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

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

29. Governing Language.

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

30. Applicable law

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

31. Notices

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

32. Taxes and Duties.

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible

Imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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