Old Government Printers
Building
No.5 Textile Road
Southernwood
Mthatha
5099

**Tel :** (047) 531 0346
**Fax :** (047) 531 4121

***SOC Ltd***

**Postal Address**
P.O Box 1134
Mthatha, 5099

**BID NO: 456/2026**

**PROVISION OF SECURITY SERVICES FOR KEI FRESH PRODUCE MARKET FOR A PERIOD OF 12 MONTHS**

**CLOSING DATE**: **27 NOVEMBER 2026**
**CLOSING TIME:** **12:00 PM**
**BID BOX :** **RECEPTION**
**BID FEE:** **FREE**

| BID SERIAL NO.: 456/2026 |
|---|
| SIGNATURES OF NTINGA OFFICIALS AT BID OPENING: |
| 1 |
| 2 |
| 3 |

**IMPORTANT NOTES TO BIDDERS**

a) Bids must be properly received and deposited in the abovementioned bid box on or before the closing date at Ntinga OR Tambo Development Agency,NO.5 Textile Road,Southernwood,Mthatha,5099
b) No late bids will be accepted under any circumstances.
c) Bid offers must be submitted in a sealed envelope clearly reflecting the bid number and bid description as indicated above.
d) Only original bids will be accepted. No copies will be accepted. For this bid to be valid on the closing date, the Bid Offer (**Part 2**) and the offer part of the *Contract Form* (**Part 3**) must be signed by the bidder and the bid price(s) must be inserted.
e) Do not dismember this bid document (do not take it apart, omit pages, change wording or put documents between its pages). All other documents must be attached.
f) Initial each and every page. Site Briefing is compulsory.

| **BIDDER** | |
|---|---|
| **NAME of** Company/Close Corporation or Partnership /Consortium/ Joint Venture or Sole Proprietor /Individual | |
| **TRADING AS** (if different from above) | |
| **COMPANIES REGISTRATION NUMBER** | |

**BIDDERS RECEIPT NUMBER: ……..**

**TOTAL BID PRICE INCLUDING ALL APPLICABLE TAXES: R ……..**

## Table of Contents

1. DETAILS OF BIDDER ..... 7
2. BID OFFER ..... 8
3. CONTRACT FORM ..... 9
4. BID SPECIFICATIONS ..... 12
5. CONDITIONS OF BID ..... 19
6. EVALUATION CRITERIA ..... 24
7. SPECIAL CONDITIONS OF CONTRACT ..... 29
8. GENERAL CONDITIONS OF CONTRACT ..... 33
9. SUPPORTING SCHEDULES ..... 47
10.1 Schedule 1: Resolution by Directors / Members ..... 47
10.2 Schedule 2: Certificate of Authority for Partnerships/Consortiums/Joint Ventures ..... 49
10.3 Schedule 3: Declaration for Procurement above R10 million (VAT included) ..... 52
10.4 Schedule 4: Preferencing Schedule ..... 54
10.5 Schedule 5: Declaration of Interest ..... 59
10.6 Schedule 6: Conflict of Interest Declaration ..... 63
10.7 Schedule 7: Declaration of Bidder's Past Supply Chain Management Practices ..... 65
10.8 Schedule 8: Authorisation for the Deduction of Amounts Owed to the Municipality ..... 67
10.9 Schedule 9: Guarantee/Performance Security ..... 69
10.10 Schedule 10: Contract Price Adjustment & Rate of Exchange Variations ..... 71
10.11 Schedule 11: Occupational Health and Safety ..... 72
10.12 Schedule 12: Certificate of Independent Bid Determination ..... 78
10.13 Schedule 13: NORTDA Project Labour Report ..... 80
10.14 Schedule 14: List of other documents attached by Bidder ..... 81

**INVITATION TO BID**

**SECURITY SERVICES AT KEI FRESH PRODUCE MARKET**

Ntinga O.R. Tambo Development Agency SOC Ltd invites prospective service providers to submit bids for the provision of security services at Kei Fresh Produce Market in Mthatha for a period of 12 months. The minimum requirements are set out in this bid document. Bid documents may be downloaded free of charge from www.ntinga.org.za or www.ectreasury.gov.za.

**Evaluation framework**: Bids **will be evaluated** in accordance with **the Preferential Procurement Policy Framework Act**, 2000 **(Act No. 5** of 2000), the applicable 2017 and 2022 **regulations**, and the **Ntinga** O.R. **Tambo Development Agency SOC Ltd Supply Chain Management** Policy. **The 80/20** or **90/10 preference point system will** apply, as provided for in the Agency's **SCM** Policy**.**

**Compulsory briefing session**: **17 November 2026** at 12:00, **Kei Fresh Produce Market**, **32 Errol Spring Avenue, Southernwood, Mthatha, 5099**.

**Evaluation stages**: Bids **will be evaluated in two stages**:

- Stage 1- Functionality
- Stage 2- Price and Specific Goals (80/20) and (90/10) {Dual Preference Point System}

Only bidders that achieve a functionality score of at least 70% in Stage 1 will proceed to Stage 2 and remain eligible for award.

**STAGE 1- FUNCTIONALITY**

| ITEM | WEIGHT |
|---|---|
| **STAGE 1 OF EVALUATION- FUNCTIONALITY** | **100** |
| **1. Experience and References**<br>• A minimum of three (3) contactable references with reference letters from clients where security services were provided.**10 Points**<br>• Evidence of contracts rendered within the last three (3) years. (Attach SLAs). **10 Points**<br>• Proof of experience in guarding commercial, industrial, municipal, agricultural, logistics, market, or similar facilities. **10 Points** | **30** |
| **2. Insurance Requirements (20 Points)**<br><br>The bidder must possess adequate insurance cover (Attach proof of insurance cover- **failure to do so will result in point forfeiture**), including:<br>• Public Liability Insurance.<br>• Fidelity Guarantee Insurance. | **20** |

| | |
|---|---|
| • Loss and Damage Cover.<br>• Employer Liability Insurance.<br><br>Proof of insurance cover and policy schedules must be submitted with the bid.<br><br>The appointed service provider shall be held responsible for losses resulting from proven negligence, misconduct, or failure to execute contractual obligations. | |
| **3. Vehicle Requirements (20 Points)**<br><br>The bidder shall provide:<br><br>• At least one (1) dedicated roadworthy patrol vehicle.<br>• Vehicle must be visibly branded with the security company's name and logo.<br>• Proof of ownership or valid lease agreement must be attached to the bid.<br><br>Vehicle must be available 24 hours a day for patrols, inspections, rapid response, and emergency situations. | **20** |
| **4. Equipment Requirements (10 Points)**<br><br>The successful bidder must provide and maintain the following **(Attach proof of all the listed below items- failure to do so will result in point forfeiture)**<br><br>• Functional two-way radio base station linked to the control room.<br>• Handheld two-way radios for on-site security personnel.<br>• Electronic guard monitoring/check-in system with reporting capabilities.<br>• Patrol monitoring devices (Mag Tap or equivalent electronic patrol verification system).<br>• Sufficient torches and rechargeable backup lighting equipment.<br>• PPE and uniforms clearly branded with the security company's identity.<br>Functional communication devices for supervisors and control room operators | **10** |
| **5. Control Room Requirements (20 Points)**<br><br>The bidder must operate a fully functional **24-hour control room within the Mthatha area**, which:<br><br>• Comply with all PSIRA requirements.<br>• Is staffed and operational at all times.<br>• Is capable of receiving incident reports and dispatching supervisory personnel immediately.<br>• Has backup communication systems and power supply.<br>• Proof of ownership, lease agreement, or operational arrangement must be attached. | **20** |
| **TOTAL FUNCTIONALITY** | **100** |

| STAGE 2 OF EVALUATION- PRICE AND SPECIFIC GOALS | |
|---|---|
| **Price** | **80/90** |
| **Specific Goals** | **20/10** |

**STAGE 2- PRICE AND SPECIFIC GOALS**

| Points | Preferential Procurement Goals | Proof to be Attached to claim full points |
|---|---|---|
| 80/90 | Price | N/A |
| 20/10 | Specific goals | |
| Bidders are to score specific goals as follows: | | |
| 5 | **Women** | **Attach ID copies of all directors of directors claiming specific goals; for bidders to obtain full points the percentage of equity held must be 51% or more** |
| 5 | **Youth** | **Attach ID copies of all directors of directors claiming specific goals; for bidders to obtain full points the percentage of equity held must be 51% or more** |
| 5 | **Disabled** | **Attach proof from a registered doctor/physician for a bidder to obtain full points the percentage of equity held must be 51% or more** |
| 5 | **Rural** | **Attach proof of residence of the business/lease agreement: Village. Settlement/Semi-town** |
| **20** | | |

**The Bid will be rejected if the bidder:**

a) Does not fully complete the bid document or supply the requested information or fails to sign the bid in the designated areas or next to any mistakes, his/her/its bid.

b) Is identified as a participant or engages in criminal activities such as fraud, price manipulation, corruption, collusion, or forgery. If an award has already been granted, the contract or award will be cancelled.

c) Or any of its officers or those of the subcontractor or collaborator:

   I. have outstanding municipal fees/rates and are behind by over three months,
   If the bidder does not possess the property, include a current lease agreement between the Lessee and the Lessor that shows the lessee is not liable for property rates, along with a signed affidavit from the Lessor.

   II. had over the past five years not been able to perform satisfactorily on prior contracts with a municipality or municipal entity or state organ following written notification to perform satisfactorily;

   III. exploited the supply chain management of the municipality or municipal entity or engaged in inappropriate behaviour; and

   IV. has been recorded in the register of tender violators, and

   V. serves the interests of the state.

d) Does not provide CSD supplier number;

e) Does not provide SARS Tax Pin and/or Tax Clearance Certificate

f) Does not provide audited yearly financial statements of the bidding organization (projects exceeding R10 million);

g) Does not provide the Joint Venture Agreement or Consortium Agreement, signed and initialed on all pages (if applicable).

h) An original or certified copy of the Broad-Based Black Economic Empowerment Certification must be attached; failure to do so will result in no points awarded for preference points.

i) Ntinga O.R. Tambo Development Agency is not obligated to accept the lowest price bid or any bid and retains the right to award all or part of the bid.

**Submission requirements**

Place the completed bid documents in a sealed envelope clearly marked with the relevant bid number. Submit the envelope to the Bid Box at the reception of Ntinga O.R. Tambo Development Agency SOC Ltd, Old Government Printers Building, No. 5 Textile Road, Southernwood, Mthatha, 5099.

**Closing date and time**: 27 November 2026 at 12:00. The bid box will be opened publicly after closing.

**Enquiries**

Technical enquiries: Mr X. Mapatwana, 072 182 4527, xolam@ntinga.org.za.

Supply Chain Management enquiries: Mr O. Muteyi, 072 182 4602, olwethum@ntinga.org.za.

S. Sentwa

……

Chief Executive Officer

## 1. DETAILS OF BIDDER

| | |
|---|---|
| **Name of Company / Close Corporation or Partnership / Consortium / Joint Venture or Sole Proprietor / Individual** | |
| | |
| **Company / Close Corporation registration** | |
| **Postal address** | |
| **Physical address** | |
| **Contact details of the person duly authorised to represent the bidder** | Name: Mr/Mrs _____<br><br>Telephone:(_____)_____Fax:(_____) _____<br><br>Cellular Telephone:_____ |
| **Income Tax number** | |
| **VAT registration number** | |

## 2. BID OFFER

I, _____ ____(duly authorised to represent the bidder for this bid), hereby offer to provide the goods and/or services described in this bid document to Ntinga O.R. Tambo Development Agency, in accordance with the stated terms, conditions and specifications, at the prices set out in the *Contract Form* and *Price Schedule*. **BIDDER'S TOTAL OFFER FOR THE 12-MONTH CONTRACT PERIOD (inclusive of VAT and all other charges):**

**R**……

The bidder agrees that:

- The bid offer submitted shall remain valid, irrevocable and open for written acceptance by the Ntinga OR Tambo Development Agency(NORTDA) for a period of 90 days from the closing date or for such extended period as may be applicable;
- The bid offer will not be withdrawn or amended during the aforesaid validity period;
- Notwithstanding the above, the bidder may submit a written request to the Ntinga OR Tambo Development Agency after the closing date for permission to withdraw the bid offer. Such withdrawal will be permitted or refused at the sole discretion of the Ntinga OR Tambo Development Agency after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;
- Should the bid offer be withdrawn in contravention of the conditions above, the bidder agrees that:
    a) it shall be liable to the NORTDA for any additional expense incurred by the NORTDA in having either to accept another bid or, if new bids have to be invited, the additional expenses incurred by the invitation of new bids and the subsequent acceptance of any other bid;
    b) the NORTDA shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the bidder under this or any other bid or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other bid or contract. Pending the ascertainment of the amount of such additional expenses, the NORTDA shall be entitled to retain such moneys, guarantee or deposit as security for any loss the NORTDA may suffer due to such withdrawal.

The bidder agrees that this bid and its acceptance shall be subject to the terms and conditions contained in the Ntinga's Supply Chain Management Policy (SCM Policy').

_____
Signature(s)

_____
Print name(s):
On behalf of the bidder (duly authorised)

_____
Date

| INITIALS OF NORTDA | | |
|---|---|---|
| 1 | 2 | 3 |

## 3. CONTRACT FORM

**Bid no. 456/2026 Security Services- Kei Fresh Produce Market: Mthatha**

**PART 1 (TO BE FILLED IN BY BIDDER):**

**THE BIDDER** (delete columns not applicable)**:**

| **If Company or Close Corporation** | **If Natural Person/Sole Proprietor** | **If Partnership/Consortium/Joi** |
|---|---|---|
| Registered name: | Full names: | Name of Partnership/Consortium/Joint Venture formed: |
| Registration number: | Identity number: | |

**AND WHO IS** represented herein by: (full names of signatory) _____

duly authorized to act on behalf of the Bidder in his capacity as: (title) _____

**HEREBY AGREES THAT** by signing the *Contract Form,* the Bidder:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Bid;
2. confirms that it has satisfied itself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bid documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
3. offers to supply all or any of the goods and/or render all or any of the services described in the bid document to the Ntinga OR Tambo Development Agency in accordance with the:
    - terms and conditions stipulated in this bid document;
    - specifications stipulated in this bid document; and
    - at the price reflected in the space provided,
4. agrees that this bid document, including the following, shall form the Contract between the parties in the event that the Bidder is successful:
    - Price Schedule
    - Bid Specifications
    - All Declarations
    - General Conditions of Contract; and
    - Special Conditions of Contract.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of this Contract.

SIGNED AT_____ON THIS THE_____DAY OF_____20_____

_____

Signature(s)

| INITIALS OF NORTDA | | |
|---|---|---|
| 1 | 2 | 3 |

_____

Print name(s):

On behalf of the bidder (duly authorised)

_____

Date

**PART BE FILLED IN BY THE NTINGA OR TAMBO DEVELOPMENT AGENCY**

**Bid NO: 456/2026 Security Services Kei Fresh Produce Market: Mthatha**

By signing this *Contract Form* the Ntinga OR Tambo Development Agency (also referred to as the 'Purchaser'):

1. accepts the offer submitted by ……..…….., thereby concluding a contract with the Bidder from ……..…….. 2026.
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of this Contract.

SIGNED AT_____ON THIS THE_____DAY OF_____20_____

_____
Signature(s)

_____
Print name(s):
(duly authorised )

_____
Date

## 4. BID SPECIFICATIONS

**Minimum Specifications:**

**SECIFICATION FOR SECURITY SERVICES- KEI FRESH PRODUCE MARKET**

### 4.1 Scope of Services

The appointed service provider shall provide physical security services and related security management functions, including but not limited to:

- Protection of all market assets, infrastructure, equipment, and stock.
- Access control of all vehicles, employees, tenants, visitors, customers, contractors, and service providers entering or leaving the premises.
- Monitoring and control of incoming and outgoing stock.
- Prevention of unauthorized removal of produce, equipment, or materials.
- Patrolling all designated areas within the market premises.
- Monitoring of parking areas and protection of vehicles parked on site.
- Incident reporting and documentation.
- Coordination with management, law enforcement agencies, and emergency services when required.
- Responding promptly to alarms, emergencies, suspicious activities, security breaches, and health and safety incidents.
- Opening and locking of designated facilities as directed by management.
- Conducting regular security inspections of buildings, gates, fences, cold rooms, storage facilities, and external areas.

### 4.2 Security Deployment Requirements

The successful bidder shall provide the following minimum staffing complement:

**Day Shift (06:00 – 18:00)**

Four (4) Security Guards:

**4.2.1** Two (2) Male Security Guards

**4.2.2** Two (2) Female Security Guards

**4.2.3** Two (2) guards must be armed.

**4.2.4** Two (2) guards unarmed.

At least one guard must be stationed at the main entrance for access control.

Remaining guards must perform patrols, stock control monitoring, and parking area surveillance

**Night Shift (18:00 – 06:00)**

**4.2.5** Three (3) Security Guards.

**4.2.6** All three (3) guards must be armed.

Continuous patrols to be conducted throughout the facility.

Strict monitoring of all access points and high-risk areas.

### 4.3 Supervisory Requirement

**4.3.1** A dedicated security supervisor shall conduct regular inspections and site visits.

**4.3.2** Supervisors must perform random after-hours inspections and maintain written records of site visits.

**4.3.3** Supervisors must be available on a 24-hour call-out basis.

### 4.4 Minimum Requirements for Bidders

Prospective bidders must submit the following documentation with their bids:

**Legislative Compliance**

- Valid company registration documents.
- Valid PSIRA Company Registration Certificate (attach proof).
- Proof that all deployed security officers are PSIRA registered and in good standing.
- Letter of Good Standing with PSIRA.
- Valid COIDA registration.
- Certificate of Good Standing with the Compensation Fund.
- Proof of compliance with UIF and relevant labour legislation.

**Control Room Requirements**

The bidder must operate a fully functional **24-hour control room within the Mthatha area**, which:

- Complies with all PSIRA requirements.

- Is staffed and operational at all times.
- Is capable of receiving incident reports and dispatching supervisory personnel immediately.
- Has backup communication systems and power supply.
- Proof of ownership, lease agreement, or operational arrangement must be attached.

**Equipment Requirements**

The successful bidder must provide and maintain the following:

- Functional two-way radio base station linked to the control room.
- Handheld two-way radios for on-site security personnel.
- Electronic guard monitoring/check-in system with reporting capabilities.
- Patrol monitoring devices (Mag Tap or equivalent electronic patrol verification system).
- Sufficient torches and rechargeable backup lighting equipment.
- PPE and uniforms clearly branded with the security company's identity.
- Incident registers, occurrence books, visitor registers, key registers, and vehicle registers.
- Functional communication devices for supervisors and control room operators.

**Vehicle Requirements**

The bidder shall provide:

- At least one (1) dedicated roadworthy patrol vehicle.
- Vehicle must be visibly branded with the security company's name and logo.
- Proof of ownership or valid lease agreement must be attached to the bid.
- Vehicle must be available 24 hours a day for patrols, inspections, rapid response, and emergency situations.

**Insurance Requirements**

The bidder must possess adequate insurance cover, including:

- Public Liability Insurance.
- Fidelity Guarantee Insurance.
- Loss and Damage Cover.

- Employer Liability Insurance.

Proof of insurance cover and policy schedules must be submitted with the bid.

The appointed service provider shall be held responsible for losses resulting from proven negligence, misconduct, or failure to execute contractual obligations.

**Experience and References**

Bidders must demonstrate experience in providing similar security services by submitting:

- A minimum of three (3) reference letters from clients where security services were provided.
- Contactable references.
- Proof of experience in guarding commercial, industrial, municipal, agricultural, logistics, market, or similar facilities.
- Evidence of contracts rendered within the last three (3) years.

**Reporting Requirements**

The security service provider shall submit:

- Daily occurrence reports.
- Incident reports within twenty-four (24) hours of any occurrence.
- Monthly security performance reports.
- Monthly attendance registers.
- Electronic guard patrol reports.
- Recommendations for improving security at the facility.

**Performance Management and Penalties**

- Security personnel must be present and fully functional at all designated posts at all times.
- Any absenteeism, late attendance, sleeping on duty, negligence, failure to perform patrols, failure to

maintain access control procedures, or failure to comply with contractual obligations shall constitute non-performance.

- Ntinga O.R. Tambo Development Agency reserves the right to issue warnings, impose financial penalties, require replacement of personnel, or terminate the contract in cases of repeated poor performance.
- Service levels shall be continuously monitored against agreed Key Performance Indicators (KPIs).
- A demerit system shall apply in instances of non-performance or poor performance by the service provider.

The table below has the minimum specification for the security services required **and also a pricing schedule columns that need to be completed**:

| **Description of Service** | **Number of Guards Required** | **Number of Guards** | **Amount/Guard/Month** | **Total** |
|---|---|---|---|---|
| 1. Dayshift:<br>(Two Guards Armed)<br>(Two Guards Unarmed) | Four guards in total as follows: (2 males and 2 female security officers) | 4 x | | |
| 2. Night Shift:<br>(All Guards Armed) | Three Armed Guards | 3 x | | |
| Total amount for year 1 (VAT Incl.) | | | | |

**End of specification**

## 5. CONDITIONS OF BID

**ALL BID CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS BID SUBMISSION WILL BE DECLARED NON-RESPONSIVE.**

No bid will be considered unless submitted on this NORTDA bid document.

Any portion of the bid document not completed will be interpreted as 'not applicable'. Notwithstanding the aforegoing, failure to complete any compulsory portion of the bid document may result in the bid being declared non-responsive.

Bids must be properly received and deposited, on or before the closing date and before the closing time, in the relevant bid box at the Bid Submission Office situated on the 1ST floor, No.5 Textile Road, Southernwood, Mthatha, 5099. If the bid submission is too large to fit in the allocated box, please enquire at the reception for assistance.

The NORTDA reserves the right:-

- To accept the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered),
- Not to accept the lowest priced bid or any bid;
- Reject a bid which is substantially or materially different from the bid Specification.

The NORTDA shall not consider bids that are received after the closing date and time for such a bid.

The NORTDA will not be held responsible for any expenses incurred by bidders in preparing and submitting bids.

The NORTDA may, after the closing date, request additional information or clarification of bids in writing.

A bidder may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.

A bidder may request in writing, after the closing date, that the bid offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the NORTDA after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal.

A bid submitted:

by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the bid to be made and the signatory to sign the bid on the

company's behalf (**Schedule 1** to be completed);

by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the bid to be made and the signatory to sign the bid on the close corporation's behalf (**Schedule 1** to be completed);

by a partnership/consortium/joint venture may not be considered unless accompanied by written authority from all parties to the partnership/consortium/joint venture authorizing the bid to be made and the signatory to sign the bid on the partnership/consortium/joint venture's behalf (**Schedule 2** to be completed).

**Partnerships/Consortiums/Joint Ventures**

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the bid document (attached to **Schedule 2**). All parties/partners to the partnership/consortium/joint venture agreement must be registered on the Ntinga OR Tambo Development Agency Vendor Database.

**Validity Period**

Any bid submitted shall remain valid, irrevocable and open for written acceptance by NORTDA for a period of 90 days from the closing date or for such extended period as may be applicable.

The bid offer will not be withdrawn or amended during the aforesaid validity period.

The aforesaid validity period may be extended by the provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the evaluation process.

In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the bid shall be deemed to be extended until finalization of the appeal; unless the bidder has requested in writing that its bid be withdrawn. The provisions in respect of withdrawal as set out in clause 6.9 above will apply to such withdrawal.

**Ntinga OR Tambo Development Agency Database of service providers**

No awards will be made to a bidder who is not registered on the NORTDA Database of service providers.

Bidders must be registered within 7 days of being requested to do so. Registration forms may be:

- collected from the 1st floor, Office No. A 8 Supply Chain Management Office, No.5 Textile Road, Southernwood, Mthatha,5099 or

- can be downloaded from www.ntinga.org.za .

It is each vendor's responsibility to keep all the information on the NORTDA Database updated. If any information required (e.g. tax clearance certificate, proof of CIDB registration, etc.) is not valid or has expired, all transactions with the vendor may, in the sole discretion of the NORTDA, be suspended until such time as the correct, verified information is received.

**Tax clearance**

No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

Bidders are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such bidder is registered for income tax/VAT purposes.

It is the responsibility of each supplier (successful bidder) to submit updated original tax clearance certificates to the Supplier Management Office (in the Supply Chain Management department should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received by the Supplier Management Office.

Each party to a consortium/joint venture/partnership must comply with all of the above.

**COIDA**

Bidders must attach proof of registration/insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993, to **Schedule 11.** This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licensed compensation insurer, from either the bidder's broker or the insurance company itself.

**Procurement above R10 million (VAT included)**

If the value of the transaction is expected to exceed R10 million (VAT included), a bidder shall complete **Schedule 3** and attach the required documents, including audited financial statements.

**Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of, may directly or indirectly:-

- influence or interfere with the work of any NORTDA officials involved in the bid process to inter alia:
  a) influence the process and/or outcome of a bid;
  b) incite breach of confidentiality and/or the offering of bribes;
  c) cause over- or under-invoicing;
  d) influence the choice of procurement method or technical standards;
  e) influence any NORTDA official in any way which may secure an unfair advantage during or at any stage of the procurement process.

Abuse of the supply chain management system is not permitted and may result in the bid being rejected, cancellation of the contract, blacklisting' and/or any such remedies as set out in the NORTDA SCM Policy and Abuse Policy.

**Declarations and authorization**

Bidders are required to complete all statutory declarations and authorizations in the schedules attached to this bid document, failing which the bid may be declared non-responsive.

**Samples**

If the Specification (**Part 5**) requires the bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

**Alternative offers**

Alternative bids may be considered, provided that a bid free of qualifications and strictly in accordance with the bid documents is also submitted. The NORTDA shall not be bound to consider alternative bids.

**Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act / Access to Court**

**Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by the NORTDA in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

**Section 62 Appeals**

a) In terms of Section 62 of the Systems Act (Municipal Systems Act, Act 32 of 2000), a person whose rights are affected by a decision taken by a political structure, political office bearer, Board of directors or staff member of a NORTDA in terms of a power or duty delegated or sub-delegated by a

delegating authority may appeal against that decision by giving written notice of the appeal and reasons to the Chief Executive Officer within 21 days of the date of the notification of the decision.

b) An appeal shall contain the following:

i. The reasons and/or grounds for the appeal;
ii. The way in which the appellant's rights have been affected;
iii. The remedy sought by the appellant.

**Access to court**

The clauses above do not influence any person's rights to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act, Act 3 of 2000 ('PAJA'), or the Promotion of Access to Information Act, Act 2 of 2000 ('PAIA').

## 6. EVALUATION CRITERIA

Non-Responsive Bids

Bids will be declared non-responsive and eliminated from further evaluation if:

a) The bidder has been listed on the national Treasury's Register for Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the national Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
b) The bidder is prohibited from doing business with the NORTDA.
c) The bid does not comply with the Specifications (**Part 5**).
d) The bid does not comply with the instructions as contained in the Price Schedule (**Part 4**)
e) Bids will be declared non-responsive if the bidder fails to adhere to a written request (within the specified period set out in such request) to:

a) Comply with the general conditions applicable to bids as set out in the NTINGA's SCM Policy;
b) Comply with one or more of the provisions contained in the Conditions of Bid (**Part 6**);
c) Comply with any other terms and conditions of the bid as contained in the bid document;
d) Complete and/or sign any declarations and/or authorisations;
e) Register on the NTINGA'S Vendor Database;
f) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order, or written confirmation from SARS that suitable arrangements have been made with SARS;
g) Comply with any applicable Bargaining Council agreements;
h) Submit the information/complete **Schedule 3** in respect of transaction values exceeding R10 million (see Conditions of Bid).

The above list is not exhaustive and requests for submission of documents or items not listed may be made.

**Evaluation of Bids**

All bids received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), the NTINGA's SCM and the Preferential Procurement Policy Framework Act, Act 5 of 2000 & regulations pertaining thereto of 2022 (read with its accompanying regulations).

Points for preference must be awarded to Exempted Micro Enterprises or to bidders having attained points on specific goals.

## 7. EVALUATION AND ADJUDICATION CRITERIA

**Dual Price and Preference Scoring Clause (80/20 and 90/10)**

**Applicable Evaluation Methodology**

Bids will be evaluated in terms of the applicable Preferential Procurement framework, applying either the **80/20** or **90/10** preference point system, as determined by the **estimated total value of the procurement** (inclusive of all applicable taxes).

**Determination of Applicable System**

The **80/20 preference point system** shall apply to bids with an estimated value **equal to or below the prescribed threshold R50,000,000.00** as determined by applicable legislation or regulations.

The **90/10 preference point system** shall apply to bids with an estimated value **above the prescribed threshold R50,000,000.00.**

**Allocation of Points**

Under both systems, points will be allocated as follows:

- **80/20 System**:
  - Price: 80 points
  - Preference (e.g., specific goals such as B-BBEE status level): 20 points
- **90/10 System**:
  - Price: 90 points
  - Preference (e.g., specific goals such as B-BBEE status level): 10 points

**Final Determination Prior to Evaluation**

The accounting officer/authority (or delegated official) shall, evaluate and adjudicate the acceptable bids using the preference point system, which is applicable, based on the highest total bid price offered.

**Transparency and Consistency**

Both preference point systems will be clearly stated in the bid invitation and documentation and applied consistently throughout the evaluation process.

**Final Determination Prior to Evaluation**

The accounting officer/authority (or delegated official) shall, **prior to the evaluation of bids**, confirm in writing which preference point system applies, based on the confirmed estimated contract value.

**Transparency and Consistency**

The applicable preference point system will be clearly stated in the bid invitation and applied consistently throughout the evaluation process. No changes to the selected system shall be made after bid closure.

**Compliance**

All bidders must submit relevant documentation to claim preference points. Failure to submit such documentation may result in a score of zero for preference points

NB!!!

Bids will be evaluated on two stages as follows:

**STAGE 1- FUNCTIONALITY**

Bidders must score a minimum of 70 points on functionality to be evaluated further for price and preference.

**STAGE 2- PRICE AND PREFERENCE**

## EVALUATION AND ADJUDICATION CRITERIA

**Preferential procurement policy framework act points will be awarded as follows (to that bidder who has met minimum functionality requirement of 70 points.**

**Preferential procurement policy framework act points will be awarded according to 80/20 or 90/10 which ever acceptable bid is the lowest.**

**as follows:**

| | | |
|---|---|---|
| **PRICE** | **: 80** | **90** |
| **SPECIFIC GOALS** | **: 20** | **10** |
| **TOTAL** | **: 100** | **100** |

Points will be awarded to bidders who are eligible for preferences in terms of **Schedule 4**: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution).

The terms and conditions of **Schedule 4** shall apply in all respects to the bid evaluation process and any subsequent contract.

The formulae to be utilized in calculating points scored for price are as follows: 80/20 preference points system for income contracts, disposal and leasing of state assets with Rand value equal to or below R50 million, inclusive of all applicable taxes.

$$Ps = 80 \left[1 - \frac{(Pt - Pmax)}{Pmax}\right]$$

Where:
Ps =) Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmax = Price of highest acceptable tender.

90/10 preference points system for income generating contracts, disposal and leasing of state assets with a Rand value above R 50 million, inclusive of all applicable taxes:

$$Ps = 90 \left[1 - \frac{\{Pt - Pmax\}}{Pmax}\right]$$

Where:

Ps =) Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

A maximum of 20/ 10 points may be awarded to a tenderer for the specific goal(s) specified in the tender.

Points scored for specific goal(s) must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the bidder scoring the highest points.

## 7. SPECIAL CONDITIONS OF CONTRACT

**THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY THE NATIONAL TREASURY.**

**WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.**

**Standards**

Failure to comply with the standards and Specification as set out in the bid document shall constitute a material breach of this Contract, in which case the CCT reserves the right to cancel the Contract.

**Guarantee /Performance Security – Clause 7 of the GCC**
**NOT APPLICABLE**

**Payment – Clause 16 of the GCC**

A monthly payment cycle will be the norm.
Suppliers do not have the right to more frequent payments. Requests for such payments will be considered at the sole discretion of the Ntinga's Supply Chain Management department.

The actual payment run dates will be dependent on the number of days in the month and the influence of public holidays.

**Prices/Price Adjustment – Clause 17 of the GCC**

The Contract Price shall be SUBJECT TO CONTRACT PRICE ADJUSTMENT

The bidder shall complete **Schedule 10**.

Failure to complete **Schedule 10** may result in the bid being declared non-responsive, or prices will be deemed to be subject to zero-rated contract price adjustment.

Contract prices will be subject to price adjustment strictly in accordance with **Schedule 10.**

If the Contract price is subject to variations in rate of exchange the bid SHALL complete the appropriate section in **Schedule 10,** failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted.

The NORTDA reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

The NORTDA reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the NORTDA within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

**Contract Amendments – Clause 18 of the GCC**

The NORTDA, in its sole discretion, shall be entitled to increase the contract period or the contract sum, subject to the relevant provisions of the SCM Policy and Section 33 of the Municipal Finance Management Act, Act 56 of 2003.

**Penalties – Clause 22 of the GCC**

NOT APPLICABLE

**Settlement of Disputes – Clause 27 of the GCC**

Should the parties fail to resolve any dispute by way of mutual consultation as contemplated in clause 27.1 of the GCC, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the CEO in accordance with regulation 50(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by way of notice to the other party in accordance with clause 27.2 of the GCC. The mediator's ruling shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed by the parties in writing. Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party, in any subsequent court proceedings, to any outcome of an an amicable settlement by mutual consultation, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

Should it not be possible to settle a dispute by means of mediation, it shall be settled in a South African court of law as contemplated in clause 27.3 of the GCC.

**Limitation of Liability- Clause 28 of GCC**

Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the NORTDA harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:-

a) personal injury or loss of life to any individual;

b) loss of or damage to the property of any individual;

Arising from, out of, or in connection with the provisions by the supplier in terms of this Contract, save to the extent caused by the gross negligence or willful misconduct of the NORTDA.

The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the NORTDA for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the NORTDA or its agents or employees.

Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its employees, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

**Applicable Law – Clause 30 of the GCC**

The supplier, by completing **Schedule 11,** hereby indemnifies the NORTDA in respect of the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ('OHAS Act'), in accordance with the provisions of the OHAS Act.

The supplier shall ensure compliance with the provisions of the OHAS Act and all applicable regulations, by all employees of the supplier and other contractors on the site. The supplier shall provide a suitable health and safety plan appropriate for the contract bided for.

The supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the NORTDA and any applicable Bargaining Council agreements.

If the supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ('COIDA'), the supplier shall attach proof of registration/insurance in terms of COIDA to **Schedule 11.** This may take the form of either a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the supplier's broker or the insurance company itself.

**Value Added Tax – Clause 32 of the GCC**

Where a supplier, in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the South African Revenue Service for value added tax (VAT) purposes. The supplier's attention is drawn to Section 23 of the Value Added Tax Act, Act 89 of 1991. Failure to comply with Act 89 of 1991 shall constitute a material breach of the Contract.

It is a requirement of this Contract that the amount of VAT must be shown clearly on each invoice. The supplier's attention is drawn to Section 40 of the Value Added Tax Act, Act 89 of 1991.

The VAT registration number of the Ntinga OR Tambo Development Agency 4940252010.

It is the responsibility of the supplier to submit updated original tax clearance certificates to the Supplier Management Office (in the Supply Chain Management or Finance department should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received (during which time the NORTDA reserves the right to obtain the relevant goods or services from alternative sources).

## 8. GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

'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.

'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

'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.

'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

'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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

'Day' means calendar day.

'Delivery' means delivery in compliance with the conditions of the contract or order.

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

'Delivery into consignee's 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.

'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

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

‘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.

‘GCC’ means the General Conditions of Contract.

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

‘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.

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

‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

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

'Project site', where applicable, means the place indicated in bidding documents.

'Purchaser' means the organisation purchasing the goods.

'Republic' means the Republic of South Africa.

'SCC' means the Special Conditions of Contract.

'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.

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

**2. Application**

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.

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

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

**3. General**

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.

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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 the purposes of such performance.

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.

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.

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**

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

**7. Performance Security**

Within 30 (thirty) 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 the SCC.

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.

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 a 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

The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract,

including any warranty obligations, unless otherwise specified in the SCC.

**8. Inspections, tests and analyses**

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

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 organisation acting on behalf of the Department.

If there are no inspection requirements indicated in the bidding documents and no mention of such 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.

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.

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.

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.

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.

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 the GCC.

**9. Packing**

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.

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 the SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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 the SCC.

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

**11. Insurance**

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**

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

**13. Incidental Services**

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

a. performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
b. furnishing of tools required for the 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.

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**

As specified in the 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**

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.

This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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 the SCC.

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

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

If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the 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**

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

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

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

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

**17. Prices**

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 the SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract Amendments**

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**

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**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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**

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.

If at any time during the 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 or her 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.

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.

The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or 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.

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.

Upon any delay beyond the delivery period in the case of a 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**

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**

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.

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.

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.

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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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.

If a restriction is imposed, the purchaser must, within 5 (five) 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.

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, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid 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 of 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 open to the public. The Register can be perused on the National Treasury website.

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

When, after the date of bid, provisional payments are required, or anti-dumping 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 subsidised 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 or she 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 or her.

**25. Force majeure**

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.

If a force majeure situation arises, the supplier shall notify the purchaser promptly, 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**

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**

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 amicably, by mutual consultation.

If, after 30 (thirty) 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.

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

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

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 to the supplier.

**28. Limitation of Liability**

Except in cases of criminal negligence or willful 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**

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**

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

**31. Notices**

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.

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**

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

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

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**

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**

In terms of section 4 (1) (b) (iii) of the Competition Act, Act 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).

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, Act 89 of 1998.

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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

## 9. SUPPORTING SCHEDULES

### 9.1 Schedule 1: Resolution by Directors / Members

**RESOLUTION for completion by Directors (if the bidder is a (Pty) Ltd or Ltd) or Members (if the bidder is a CC)**

NAME OF BIDDER:_____

Meeting held at_____(place)

On_____(date)

RESOLVED THAT:

1. The Bidder submits a bid to the Ntinga in respect of Bid no. 276/2018

2. Mr/Mrs/Ms_____in his/her capacity as_____and who will sign as follows:

_____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the bid and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract and or all documentation resulting from the award of the bid to the Bidder.

Note: The resolution must be signed by all the directors /members of the Bidder. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

| | Name | Capacity | Signature |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

| | | | |
|---|---|---|---|
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

## 9.2 Schedule 2: Certificate of Authority for Partnerships/Consortiums/Joint Ventures

**This returnable schedule is to be completed if the bid is submitted by a partnership/consortium/joint venture.**

1. We, the undersigned, are submitting this bid offer as a partnership/consortium/joint venture and hereby authorise Mr/Ms_____, of the authorised entity_____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.
2. By signing this schedule the partners to the partnership/consortium/joint venture:
   - warrant that the bid submitted is in accordance with the main business and objectives of the partnership/consortium/joint venture;
   - agree that the NORTDA shall make all payments in terms of this Contract into the following bank account:

     Account Holder: _____

     Financial Institution: _____

     Branch Code: _____

     Account No.: _____

   - agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that the NORTDA shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the NORTDA is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying the NORTDA of the details of the new bank account into which it is required to make payment.
   - agree that they shall be jointly and severally liable to the NORTDA for the due and proper fulfilment by the successful Bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by the NORTDA as a result of breach by the successful Bidder/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of excussion and division.

| SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE | | |
|---|---|---|
| **NAME OF FIRM** | **ADDRESS** | **DULY AUTHORISED SIGNATORY** |
| Lead partner | | Signature……..<br>Name……<br>Designation…….. |
| | | Signature……..<br>Name……<br>Designation…….. |
| | | Signature……..<br>Name……<br>Designation…….. |

**Note: A** copy of the Joint Venture Agreement shall be appended to **Schedule 14.**

## 9.3 Schedule 3: Declaration for Procurement above R10 million (VAT included)

If the value of the transaction is expected to exceed R10 million (VAT included) the bidder shall submit the following information by completing the fields below, attaching the necessary documentation and signing this schedule:

1. If the Bidder is required by law to prepare annual financial statements for auditing, the audited annual financial statements –

   (i) for the past three years, or
   (ii) since the Bidder's establishment (if established during the past three years)
   must be attached to this schedule.

2. The Bidder hereby certifies that it has no undisputed commitments for municipal services towards the OR Tambo District Municipality or other service provider in respect of which payment is overdue for more than 30 (thirty) days.

3. Particulars of any contracts awarded to the Bidder by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract shall be listed in the table below; alternatively, attached to this schedule in the same format as the table below:

| Organ of State | Contract Description | Contract Period | Non-compliance/dispute |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Any portion of the goods or services which are expected to be sourced from outside the Republic and any portion of payment from the NORTDA which is expected to be transferred out of the Republic shall be recorded below:

| |
|---|
| |
| |
| |
| |
| |

The Bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the bid being disqualified, and/or (in the event that the Bidder is successful) the cancellation of the contract.

_____ _____

Signature

Print name: Date

On behalf of the bidder (duly authorised)

## 9.4 Schedule 4: Preferencing Schedule

### 1 Definitions

The following definitions shall apply to this schedule:

**B-BBEE:** Broad-based black economic empowerment, as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**Black-owned**: The percentage of an exempted micro enterprise owned by black people.

**Black people:** A generic term which means Africans, Coloureds and Indians, as defined in section 1 of the Broad- Based Black Economic Empowerment Act.

**Broad-Based Black Economic Empowerment Act:** The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

**Exempted Micro Enterprise (EME):** A bidder/supplier with annual total revenue of R5 million or less, as defined in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad- Based Black Economic Empowerment Act.

**Non-compliant contributor:** A company/firm/entity that does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the applicable Sector Charter.

**Prime Contractor**: The organisation/bidder named on the Contract Form, whose offer has been accepted by the NORTDA

**Sub-Contract/Contractor**: means the primary supplier/successful bidder's assigning, leasing, making out work to, or employing another person to support such primary supplier/successful bidder in the execution of part of a project in terms of the contract;

**Specific goals**: means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme

**Value of the contract**: The contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

**2 Conditions associated with the granting of preferences**

A company/firm/entity that is granted a preference undertakes to:

1) accept that the number of preference points shall be determined as at the closing date for submission of bid offers, from the proof of specific goals submitted to the Ntinga's Supplier Management Office;

2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the Prime Contractor, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works, or unless otherwise declared in terms of Section 5 below;

3) accept the sanctions set out in Section 3 below should condition 2 above be breached, or should the proof for specific goals be found to have been claimed or obtained on a fraudulent basis;

4) accept that, in order to qualify for preference points, it is the responsibility of the bidder to submit the relevant proof for specific goals in terms of the Preferential Procurement Regulations, 2022, to Supply chain management.

5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022.

6) accept that the specific goals achieved by the bidder in Section 4 below will be verified by the NORTDA against that given on the NTINGA's Vendor Database. If any discrepancy exists, or if Table 1: (Bid preference claim) below is not completed, the NORTDA shall use the status given on the NTINGA Vendor Database, as at the closing date for submission of bid offers, to determine the number of preference points to be awarded to the bidder, unless otherwise declared in terms of Section 5 below;

7) accept that, notwithstanding 6) above, a prime contractor **will not be awarded points** for B-BBEE status level if he indicates in his bid that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works, or unless otherwise declared in terms of Section 5 below.

**3 Sanctions relating to breaches of preferencing conditions**

The sanctions for breaching the conditions associated with the granting of preferences are:

1) disqualify the bidder from the biding process;
2) recover all costs, losses or damages the NORTDA has incurred or suffered as a result of the bidder's or supplier's conduct;
3) cancel the contract and claim any damages which the NORTDA has suffered as a result of having to make less favourable arrangements due to such cancellation;
4) restrict the bidder or supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the NORTDA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;
5) forward the matter for criminal prosecution; and/or
6) a financial penalty payable to the NORTDA, as set out below.

Financial penalty for breach of condition 2 in Section 2 above:

**The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for (unless proven to be beyond the control of the prime contractor, or the sub-contractors are EMEs) shall be as provided for in the following formula:**

**Penalty = 0.5 x E(%) x P***

**where:**

**E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P*,**

**less 25% P* = Value of the contract**

**4 Bid preference claim in respect of enterprise status or structure of the biding entity**

In the interest of transparency, bidders are required to complete Table 1: Bid preference claim below.

**Table 1: Bid preference claim**

| **Type of B-BBEE Contributor** | **Status (tick box(es) below as applicable)** |
|---|---|
| **Exempted Micro Enterprise (EME), greater than 50% black-owned** | |
| **Exempted Micro Enterprise (EME) less than or equal to 50% black-owned** | |
| **Verified B-BBEE contributor**<br>B-BBEE Status Level of Contributor[1] | |
| **Non-compliant contributor** | |

[1] If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

**5 Declarations**

1) With reference to condition 7 in Section 2 above, the bidder declares that (tick one box as applicable):

It intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the bidder as Prime Contractor qualifies for. ☐

It **DOES NOT** intend sub-contracting more than 25% of the value of the contract to sub- contractors that do not qualify for at least the points that the bidder as prime supplier qualifies for. ☐

2) The undersigned warrants that he/she is duly authorised to do so on behalf of the bidder, confirms that he/she understands the conditions under which preferences are granted, and confirms that the bidder/supplier will satisfy conditions pertaining to the granting of bid preferences.

_____ _____

Signature

Print name: Date

On behalf of the bidder (duly authorised)

| INITIALS OF NTINGA OFFICIALS AT BID OPENING | | |
|---|---|---|
| **1.** | **2.** | **3.** |

## 9.5 Schedule 5: Declaration of Interest

***SOC Ltd***

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: …….

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

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: …….

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state.....?

Tick the relevant box **YES** / **NO**

3.8.1 If yes, furnish particulars;

……

……

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of 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);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ….....?

Tick the relevant box **YES** / **NO**

3.9.1 If yes, furnish particulars

……

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …….....?

Tick the relevant box **YES** / **NO**

3.10.1 If yes, furnish particulars;

……

……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

.....?

Tick the relevant box **YES** / **NO**

3.11.1 If yes, furnish particulars;

……

……

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state.....?

Tick the relevant box **YES** / **NO**

3.12.1 If yes, furnish particulars;

……

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state.....?

Tick the relevant box **YES** / **NO**

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.....?

Tick the relevant box **YES** / **NO**

3.14.1 If yes, furnish particulars:

……

……

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

| **Full Name** | **Identity Number** | **State Employee Number** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

……..  ……..

**Signature**  **Date**

……  ……

**Capacity**  **Name of Bidder**

### 9.6 Schedule 6: Conflict of Interest Declaration

1. The bidder shall declare whether it has any conflict of interest in the transaction for which the bid is submitted. (Mark the appropriate box with 'X'.)

| YES | NO |
|---|---|
| | |

If yes, the bidder is required to set out the particulars in the table below:

| |
|---|
| |
| |
| |
| |
| |

2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:-

- any inducement or reward to the NORTDA for or in connection with the award of this contract; or
- any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Mark the appropriate box with 'X'.)

| YES | NO |
|---|---|
| | |

If yes, the bidder is required to set out the particulars in the table below:

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the bid being disqualified, and/or (in the event that the bidder is successful) cancellation of contract.

_____ _____

Signature

Print name: Date

On behalf of the bidder (duly authorised)

## 9.7 Schedule 7: Declaration of Bidder's Past Supply Chain Management Practices

**Where the entity biding is a partnership/consortium/joint venture, each party to the partnership/consortium/joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.**

| Item | Question | Yes ☐ | No ☐ |
|---|---|---|---|
| 1.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 ☐ |
| 1.1.1 | If so, furnish particulars: | | |
| 1.2 | Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004? **(To access this Register, enter the National Treasury's website, www.treasury.gov.za, and click on the icon 'Register for Bid Defaulters', or submit your written request for a hard copy of the Register to facsimile number 012 326 5445.)** | Yes ☐ ☐ | No ☐ ☐ |
| 1.2.1 | If so, furnish particulars: | | |
| 1.3 | Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 1.3.1 | If so, furnish particulars: | | |
| 1.4 | Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months? | Yes | No |
| 1.4.1 | If so, furnish particulars: | | |
| 1.5 | Was any contract between the Bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |

| | | | |
|---|---|---|---|
| 1.5.1 | If so, furnish particulars: | ☐ | ☐ |

**CERTIFICATION**

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the bid being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

_____ _____

Signature

Print name: Date

On behalf of the bidder (duly authorised)

## 9.8 Schedule 8: Authorisation for the Deduction of Amounts Owed to the Municipality

Authorisation to deduct outstanding amounts

To: THE CEO, NTINGA OR TAMBO DEVELOPMENT AGENCY

From: _____

(Name of Bidder)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE MUNICIPALITY**

The Bidder:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Accounting Officer may reject the bid of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to the OR TAMBO MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the NORTDA to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and

c) confirms the following information for the purpose of giving effect to b) above;

d) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the bid being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

| Physical **Business** address(es) of the bidder | Municipal |
|---|---|
| | |
| | |

If there is not enough space for all the names, please attach the information to this schedule in the same format:

| Name of Director / Member / Partner | Identity Number | Physical **residential** address of Director / Member / Partner | Municipal Account number(s) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature

Print name:

Date

On behalf of the bidder (duly authorised)

## 9.9 Schedule 9: Form of Indemnity

**INDEMNITY**

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) __ _____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated_____/20___, to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated_____/ 20____, with the Ntinga OR Tambo Development Agency who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Ntinga OR Tambo Development in respect of all loss or damage that may be incurred or sustained by the Ntinga OR Tambo Development Agency by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the entity in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

| | |
|---|---|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |

| | |
|---|---|
| SIGNATURE OF WITNESS 1: | |
| DATE: | |

| | |
|---|---|
| SIGNATURE OF WITNESS 2: | |
| DATE: | |

## 10.10 Schedule 10: Contract Price Adjustment & Rate of Exchange Variations

10.1 Where prices are subject to adjustment, only the method prescribed in this bid document shall apply. If a Bidder proposes any alternative method of price adjustment, its bid offer will be considered to be non-responsive and may for that reason be disqualified at the sole discretion of the NORTDA.

In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.

The **first year** of the period contract shall be the from the date of bid award.

## 10.11 Schedule 11: Occupational Health and Safety

**10.** SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

**(ACT 85 OF 1993)**

**WRITTEN AGREEMENT**

**THIS IS IN TERMS OF**

**SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

**BETWEEN:**

*(Employer)*

AND

*(Mandatary)*

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of _____

_____

is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non- compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

| | |
|---|---|

SIGNED – MANAGEMENT:

## WRITTEN AGREEMENT

This is a written agreement between

_____

*(Name of EMPLOYER)*

And

_____

*(Name of the MANDATARY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I,_____,

representing the MANDATARY do hereby acknowledge that _____ *(mandatary)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

| **SIGNED ON BEHALF OF MANDATORY** | | | |
|---|---|---|---|
| DATE: | | PLACE: | |

| | |
|---|---|
| PRINT NAME: | |
| CAPACITY: | |
| SIGNATURE: | |

| **SIGNED ON BEHALF OF THE EMPLOYER** | | | |
|---|---|---|---|
| DATE: | | PLACE: | |
| PRINT NAME: | | | |
| CAPACITY: | | | |
| SIGNATURE: | | | |

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

| |
|---|
| _____ ***(Employer)*** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. |

| | |
|---|---|
| (i) Contractor's registration number with the office of the | |
| (ii) Proof that assessment has been paid: | **A copy of a receipt must be handed in, in this regard.** |

| | |
|---|---|
| Signature of CONTRACTOR: | |
| Date: | |

### 10.12 Schedule 12: Certificate of Independent Bid Determination

I, the undersigned, in submitting this bid **456/2026 Security Services Kei Fresh Produce Market** in response to the bid invitation made by THE NORTDA, do hereby make the following statements, which I certify to be true and complete in every respect.

I certify, on behalf of :_____(Name of Bidder)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit this bid, on behalf of the bidder;
4. Each person whose signature appears on this bid has been authorised 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 this bid, I understand that the word 'competitor' shall include any individual or organisation 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 this bid independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

   **([1] Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)**
7. In particular, without limiting the generality of paragraphs 5 and 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) biding with the intention not to win the contract.

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 this 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.

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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

Signature

Print name: Date

On behalf of the bidder (duly authorised)

### 10.13 Schedule 13: NORTDA Project Labour Report

**NOT APPLICABLE**

## 10.14 Schedule 14: List of other documents attached by Bidder

The bidder has attached to this schedule the following additional documentation:

| | Date of Document | Title of Document or Description |
|---|---|---|
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |

Attach additional pages if more space is required.

Approved by:

…….. ……..

S. Sentwa Date

Chief Executive Officer