



**VAAAL UNIVERSITY  
OF TECHNOLOGY**

*Inspiring thought. Shaping talent.*

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**REQUEST FOR BID**

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**BID FOR THE REMEDIAL WORKS TO THE DISABILITY  
UNIT AND AFRICAN LANGUAGES CENTRE BUILDING  
(PS BUILDING)**

**BID NUMBER: T04/2024**

BID INVITATION DATE	
INVITATION DATE:	<b>17 November 2024</b>
COMPULSORY INFORMATION BRIEFING SESSION	
DATE:	<b>26 November 2024</b>
TIME:	<b>12:00pm</b>
VENUE:	<b>Desmond Tutu Hall</b>
SUBMISSION INFORMATION	
CLOSING DATE:	<b>5 December 2024</b>
CLOSING TIME:	<b>12:00 (noon)</b>
ADDRESS:	Vaal University of Technology, <u>Andries Potgieter Boulevard, Vanderbijlpark</u> <u>Main Campus, E-Block,</u> <b>Bid Box in room No. E001</b>

BIDDERS INFORMATION (KINDLY COMPLETE)	
COMPANY NAME:	
CONTACT PERSON:	
DESIGNATION:	
PHYSICAL ADDRESS:	
OFFICE TELEPHONE NUMBER:	
CELL NUMBER:	
OFFICE FAX NUMBER:	
E-MAIL ADDRESS:	

<p>I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud.</p> <p>I agree to abide by all conditions of this Bid and certify that I am authorised to sign this Bid.</p>	<p>-----</p> <p><b>AUTHORISED SIGNATORY</b></p> <p>-----</p> <p><b>SURNAME AND FULL NAME/S</b></p> <p>-----</p> <p><b>DATE</b></p>
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IMPORTANT INFORMATION - PLEASE TAKE NOTE:
<ul style="list-style-type: none"> <li>Room No. E001 is only open Monday to Friday (08:30 am to 16:00 pm).</li> <li>Bid Register in Room E001 must be completed and signed upon submission.</li> <li>Courier Services must be made aware of the <u>Bid Register</u> as well as the <u>Bid Number</u> and <u>your Company Name</u>.</li> <li>Failure to sign the Bid Register can lead to disqualification.</li> <li>The Bidder is responsible for ensuring the employees/courier service locates the Bid Box in Room E001 (E-Block).</li> </ul>

## 1. REQUEST FOR BID SCHEDULE

Interested parties are hereby invited in the manner specified to submit to VUT, a Bid to supply the goods and/or services specified in the RFB complying in all respects with the attached Instructions to Bidders.

The following is information specific to this RFB:

HEADING	CONTENT
<b>RFB Reference No.</b>	See cover page of this RFB.
<b>Closing Date and Time for Submission of Bids</b>	See cover page of this RFB.
<b><u>Compulsory</u> Information Meeting (if applicable)</b>	See cover page of this RFB.
<b><u>Public Opening</u></b>	To be advertised on VUT Website  <a href="http://www.vut.ac.za">www.vut.ac.za</a>
<b>VUT Representative/s to whom Written Enquiries must be Addressed</b>	Name : Ms Lebohang Monne  Address : Vaal University of Technology Andries Potgieter Boulevard Main Campus Procurement Department  E-Mail Address : <a href="mailto:lebohangm2@vut.ac.za">lebohangm2@vut.ac.za</a>  <b><u>All enquiries must be in writing</u></b>
<b>Physical Address for Bid Submissions</b>	Address : Vaal University of Technology Andries Potgieter Boulevard Vanderbijlpark, Main Campus, E-Block, Bid Box in Room E001 (Bid Register to be signed on submission)  Date & Time : <b>See "Cover Page"</b>
<b>FURTHER INSTRUCTIONS:  PLEASE NOTE THE FOLLOWING:</b>	<ul style="list-style-type: none"><li>• <b>Multiple Bids from the same Bidder is NOT allowed.</b></li><li>• <b>Account/Income and Expenditure Statements AND NOT OLDER THAN 2023: Declaration from the auditor</b></li></ul>

	<p>declaring that the company meets the solvency and liquidity test as prescribed in terms of section 4 of the <b>COMPANY'S ACT (71 of 2008)</b>. (5 points for compliance)</p>
<p><b>Submission of Bid Documentation and Further Instructions</b></p> <p><b>(Neglecting to follow these mandatory instructions can lead to disqualification)</b></p>	<p><b>2 (TWO) DOCUMENT SUBMISSION</b> must be submitted as follows:</p> <ul style="list-style-type: none"> <li>1 (one) PDF document with the <b><u>Original Bid Document</u></b>:  <b>Cover Page indicating the following:</b> <ul style="list-style-type: none"> <li>Original Bid Document;</li> <li>Bid Number;</li> <li>Bid Description;</li> <li>Your Company Name.</li> <li>Include Your Company email address.</li> </ul> </li> <li>1 (one) PDF document with the <b><u>Original Separate Pricing Schedule</u></b>:  <b>Cover page indicating the following:</b> <ul style="list-style-type: none"> <li>Original Pricing Schedule;</li> <li>Bid Number;</li> <li>Bid Description;</li> <li>Your Company Name.</li> <li>Include Your Company email address.</li> </ul> </li> </ul>
<b>Documentation/Registration Fee</b>	N/A
<b>VUT's Banking Details for Payment of Registration or Documentation Fee</b>	N/A
<b>Details when Paying at VUT's Cashier for Registration or Documentation Fee</b>	N/A
<b>Grounds on which Bids may be Disqualified</b>	Instructions to Bidders for basic grounds set out on the Automatic Disqualification.
<b>Description of Goods/Services to be Procured</b>	See detailed Specifications.

<b>Mandatory Documents to be Submitted together with Bid</b>	See Mandatory Documentation/Requirements.
<b>Criteria for Evaluation of Bids on Functionality and Weight of each Criteria</b>	See Functionality Criteria
<b>Minimum Qualifying Score for Functionality</b>	70 (Seventy-points)
<b>Minimum CIDB grading</b>	5 GB or higher
<b>Payment Terms</b>	<b>30</b> (thirty) days after Statement Date.
<b>Period of Validity of Bids</b>	Initial period of 120 (one hundred and twenty) days from the Closing Date of Bid Submission.

For **Vaal University of Technology** who hereby warrants that s(he) is duly authorised to sign this RFB on its behalf

Full Name(s)

.....

Designation

.....

<b>BIDDERS FULL NAME/S</b>	<b>BIDDERS SIGNATURE</b>	<b>DATE</b>
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## 2. INSTRUCTIONS TO BIDDERS

### 2.1 DEFINITIONS AND INTERPRETATION

In this RFB and its component documents (other than Terms and Conditions) the following terms will have the following meanings assigned to them, unless the context indicates otherwise:

- 2.1.1 Bidder(s)** – means all persons participating in this RFB process and/or submitting Bids;
- 2.1.2 Bid(s)** – means a Bidder's submission to VUT offering to supply the VUT Department with the Goods/Services;
- 2.1.3 CIPC** – means the Companies and Intellectual Property Commission;
- 2.1.4 Closing Date and Time** – the closing date and time for submission of a Bid, specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.5 Contract** – means any contract flowing from this RFB between VUT and a successful Bidder for the supply of the Goods/Services;
- 2.1.6 Date of Issue of RFB** – means the date of issue of this RFB by VUT specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.7 EME** – means Exempt Micro Enterprise. It is an entity that is exempt from providing a BBBEE scorecard;
- 2.1.8 Goods/Services** – means the merchandise, products, goods, work and/or services described in the Bid Request Schedule and – Scope of Supply and Specifications, or elsewhere in this RFB;
- 2.1.9 Interested Party(ies)** – means any firm(s) who has/have submitted a proposal.
- 2.1.10 Mandatory Criteria refers to** - the mandatory documents referred to in the Bid Request Schedule to be submitted by Bidders as part of their respective Bids;
- 2.1.11 Procurement Department (SCM)** – means the department within the Finance Division of VUT which generally deals with the procurement of Goods/Services on behalf of VUT Departments;
- 2.1.12 Procurement Policy** – means the Procurement Policy that Council approved of VUT governing, the procurement of Goods/Services;
- 2.1.13 QSE** – Qualifying Small Enterprise. A QSE is one of the categories of SA Business as per the BBBEE Act classification or grouping of Companies;



- 2.1.14 Related Person** – means, relative to a specified person, a related or inter-related person as defined by sections 1 and 2(1) of the Companies Act 2010;
- 2.1.15 RFB** – means this Request For Bid including all of its component parts, schedules and annexures;
- 2.1.16 RFB Reference Number** – means the Request for Bid Reference Number specified in the Bid Request Schedule or on the cover page of this RFB;
- 2.1.17 RFB Short Title** – means the Bid Short Title specified in the Bid Request Schedule or on the cover page of this RFB;
- 2.1.18 Verification Documents** – means the documentation to be submitted by a Bidder in order to verify each criterion, specified in this RFB;
- 2.1.19 VUT** – means the Vaal University of Technology, a higher education institution in terms of the Higher Education Act;
- 2.1.20 VUT Department** – means a department, division, centre, unit, institute, club or society of VUT;
- 2.1.21 VUT Representative** – means the duly appointed representative of VUT for the purposes of this RFB, specified in the Bid Proposal Schedule;
- 2.1.22 Where VUT and the Bidders' interpretation of the document differ, VUT's interpretation will prevail.**

## **2.2 PURPOSE AND OBJECTIVE OF RFB**

The purpose of the bid is to execute the remedial works to the Disability Unit and African Languages Centre Building (PS Building)

### **INTRODUCTION AND APPLICATION**

The VUT Department specified in the attached Bid Request Schedule is considering the procurement of a contractor to execute the remedial works to the Disability Unit and African Languages Centre Building (PS Building).

This RFB, comprising the documents specified in the Bid Request Schedule, has accordingly been issued by the Procurement Department under the RFB Number and Bid Short Title on the Date of Issue of RFB.

The purpose of these instructions is to inform prospective Bidders of the terms and conditions which will apply to the submission of Bids for the supply of the Goods/Services.

By participating in this RFB process and/or submitting an electronic Bid, all Bidders undertake to be bound by the terms and conditions of this RFB.

Each Bidder will submit a Bid which conforms in all respects with this RFB. Bidders which submit responses to the RFB will be deemed to have accepted, and wilfully comply with all the terms and conditions.

The Bid must be signed by a person fully authorised to commit the Bidder to the terms and conditions set out in this RFB. VUT is entitled to assume that there is full authority in the signatory of the Bid.

## **2.3 EVALUATION CRITERIA**

3 Stage Evaluation Process:

2.3.1 Mandatory Stage

2.3.2 Functionality

2.3.3 BBBEE 80/20

## **2.4 FUNCTIONALITY**

**Refer functionality criteria**

## **2.5 BIDDER CAPABILITY**

VUT will make an assessment of Bidder capability on the basis and information provided by Bidders in response to this RFB.

## **2.6 GUIDELINES FOR SUBMISSION OF PROPOSAL**

### **2.6.1 ACCEPTANCE OF PROPOSAL AT VUT DISCRETION**

VUT reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Bid as it sees fit. Nothing stated in this RFB (whether express or implied) binds or obligates VUT to accept the lowest of any price contained in the Bid or to accept any Bid.

Bidders or their representatives can expect to discuss the details of their Bid during the evaluation process. VUT reserves the right to negotiate specific terms with the preferred Bidders prior to the award of a final contract (if any).

### **2.6.2 CONFORMANCE**

All Bids must conform to each of the requirements set out in this RFB. Non-conforming Bids will not be considered

### **2.6.3 SUBMISSION VALIDITY**

Each Bid submitted by a Bidder must remain valid for a period of **120 (one hundred and twenty) days** from the required date of submission.



## **2.7 BID DOCUMENTATION**

### **2.7.1 ADDITIONAL BIDDER INFORMATION**

VUT may request additional data, discussions or presentations in support of responses to the RFB.

Additionally, VUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder

### **2.7.2 SUBMISSION OF BID DOCUMENTATION**

Each Bidder will in all material respects fully complete, sign and submit the prescribed Form of Bid of this RFB, and all mandatory supporting documentation required in terms of this RFB.

The Bid will be completed and submitted in the English language.

Submission of Bid Documentation as prescribed in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions" must be followed. Disregarding these instructions will lead to disqualification.

The "Original" Bid documentation and separate pricing schedule of this bid document and BOQ's must be submitted via a secure email:

### **2.7.3 JOINT VENTURE FOR CONSORTIUM SUBMISSIONS**

Submission of documentation must include a copy of the legal joint venture/consortium agreement. Furthermore, mandatory documentations and requirements must be submitted for each partner/ business forming part of Joint Venture or Consortium.

## **2.8 COMPULSORY INFORMATION MEETING**

**26/11/2024 12:00pm**

**Venue: Desmond Tutu Hall**

## **2.9 BIDDERS' CODE OF CONDUCT**

In the compilation and submission of Bids and in all matters arising out of or in connection with their participation in this RFB process, each Bidder agrees and undertakes:

- 2.9.1 to act fairly; reasonably, ethically and in good faith;
- 2.9.2 to comply with all applicable laws including without limitation the Prevention and Combating of Corrupt Activities Act, the Competition Act and the Prevention of Organised Crime Act;
- 2.9.3 not to (and to procure and ensure that its officers, employees, representatives, associates, relatives and agents do not) directly or indirectly approach or influence any officer or employee of VUT, or any procurement agent or consultant appointed by VUT, with a view to obtaining an unfair advantage for such Bidder's Bid, or attempt to influence the Bid adjudication process by means of any threat, gift or privilege;
- 2.9.4 not to request or attempt to obtain any information about competing Bids or the RFB process that would give it an unfair advantage over other Bidders;
- 2.9.5 not to share Bid information with other Bidders or potential Bidders or third parties, or to collude with other Bidders or potential Bidders;
- 2.9.6 prior to or as part of its Bid submission to disclose in writing to VUT any conflicts of interest or duty or potential conflicts of interest or duty including:
- any interest which any officer, employee, consultant or adviser of VUT (or their respective spouses, children, siblings or parents) may have in the Bidder or a Related Person;
  - the details of any Related Person of the Bidder in the employ of VUT or engaged by VUT in any capacity whatsoever.
  - for the duration of the RFB process until Contract award, not to communicate with any employee, officer or procurement agent of VUT on any matter relating to this RFB except with or through the VUT Representative unless such communication involves a complaint about such representative
- 2.9.7 to report in writing to the VUT representative/MANCOM any of the following misconduct by any employee, officer or procurement agent of VUT or any Bidder relating to the RFB process:
- any contravention of the Prevention and Combating of Corrupt Activities Act or similar law;
  - the solicitation or extortion of any bribe, gift, privilege or advantage for the benefit of any person;
  - the leaking of confidential information by any VUT employee or other person relating to any aspect of this RFB including any

competing Bids or the evaluation of Bids, prior to the award of any Contract; and

- any conflict of interest or duty.

## **2.10 REJECTION OF BIDS AND DISQUALIFICATION**

The following will be rejected:

- 2.10.1 any Bid which has not been duly emailed to the stated secure email address by the Closing Date and Time;
- 2.10.2 any Bid not submitted to the requested secure email provided;
- 2.10.3 any Bid document which is not correctly and fully completed with the mandatory information as stipulated in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions";
- 2.10.4 any modification or correction to any Bid which has not been submitted and received at the stated secure email address by the Closing Date and Time or, in any case where VUT has issued an Addendum to this RFB, by the date and time specified for any Bid changes;
- 2.10.5 any Bid where the Bidder's Certificate of Independent Bid Determination (Annexure 4) of this RFB is found not to be true or is incomplete in any respect;
- 2.10.6 The following Bids are liable to be disqualified by VUT:
  - any Bid which is unsigned, incomplete or otherwise does not comply with this RFB;
  - any Bid which omits any Mandatory Document/Requirements and/or any Functionality Criteria if applicable, and no or insufficient explanation has been provided in the Bid documents;
  - any Bid submitted by any person who VUT has resolved not to conduct business with due to present or past breaches of contract, default, misconduct, irregularities or poor performance by a Bidder or by any Related Person, or on other reasonable grounds;

- a Bid where the Bidder or any Related Person has, or would have, a conflict of interest or duty regarding the performance of any resulting contract for the supply of the Goods/Services;
- the Bid of any Bidder found to have contravened the Bidders' Code of Conduct;
- **the Bid of any Bidder who did not attend the compulsory information/briefing meeting;**
- any other Bid which contravenes the additional grounds on which a Bid may be disqualified, specified in the Bid Request Schedule.

## **2.11 PRICE INSTRUCTIONS**

- 2.11.1 Bidders will complete the Pricing Schedule Document; market as a separate document and submit as a separate document; as per instructions.
- 2.11.2 The responses must remain in the format outlined in the instructions which contain the requirements and costing information.
- 2.11.3 Bidders will give a breakdown of the Bid price showing the basic price and Value Added Tax ("VAT") separately, failing which the Bid will be deemed to be inclusive of VAT which will be payable by the Purchaser subject to the receipt of a VAT invoice.
- 2.11.4 VUT reserves the right to split and award the Bid to more than 1 (one) Bidder.
- 2.11.5 Inclusive of all associated costs and taxes, including insurance, charges for packaging, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licences and other related charges payable in respect of the goods from time to time.

## **2.12 COSTS**

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

## **2.13 ADDITIONAL BIDDER INFORMATION**

VUT may request additional data, discussions or presentations in support of responses to this RFB. Additionally, VUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical

abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

## **2.14 NEGOTIATIONS**

On receipt of Bid/s from Bidders, VUT proposes to evaluate those responses based on the requirements.

Negotiations will be conducted with the successful bidder should the bid price exceed the budgeted amount.

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

## **2.15 SPECIAL CONDITION OF CONTRACT**

### **2.15.1 CONTRACT PERIOD**

4 (four) months. Once project.

### **2.15.2 QUANTITY REQUIRED & PRICING**

VUT (Vaal University of Technology) reserves the right to adjust the quantity required prior to, during or after the Bid process.

If deemed necessary, VUT (Vaal University of Technology) reserves the right to split the Bid between more than 1 (one) Bidder to ensure competitive pricing and accurately supplied specifications.

The pricing will be fixed for the first year and will increase after the anniversary of the contract by the **CPI**.

### **2.15.3 SERVICE LEVEL AGREEMENT**

The successful Bidder will have to sign a Service Level Agreement with the University after receiving of the Official Order, **if applicable.**

### **2.15.4 STANDARDS**

The service supplied will conform to the standards mentioned in the Bid documents and specifications.

### **2.15.5 DELIVERY AND DOCUMENTS**

Delivery of the goods/service will be made by the Bidder to the University in accordance with the terms specified.

The documents to be furnished by the Bidder to the University are as follows:

- Bidder's invoice showing goods/service description, quantity, unit price and total amount.
- Inspection certificate issued by the nominated inspection agency and the Bidder's factory inspection report.

#### 2.15.6 **SUPPLY, INSTALLATION AND COMMISSIONING**

The Bidder will be responsible to supply, install, commission and recommission the item for the institution at no additional cost to the University.

#### 2.15.7 **TRIAL PERIOD AND MONITORING OF SERVICES**

N/A

#### 2.15.8 **LIABILITY OF SERVICE PROVIDER**

The Service Provider shall be responsible for the delivery as per specification.

#### 2.15.9 **PAYMENT**

At the point of completion of works the Service Provider shall submit a Tax Invoice for the works completed.

**Payment will only be affected within 30 days after the Statement date.**

#### 2.15.10 **DEDUCTIONS**

N/A

#### 2.15.11 **LEGAL REQUIREMENTS**

The service provider must ensure the acquisition, processing and storing of information will be in compliance with the Protection of Personal Information Act 4, of 2013 and adhere to any other relevant legislation, including all Occupational Health and Safety Legislation and Regulations.



#### 2.15.12 **INSURANCE**

The Service Provider shall indemnify the client against any damage or loss that may result from the Service Provider's actions or omissions. Proof of the following insurance policies shall be submitted before any commencement of duties:

- a) All risk covering damage to and theft of the client's property.
- b) Public liability insurance.
- c) Third party.

#### 2.15.13 **GUARANTEE**

The guarantee provided should be replaced for the term of the Contract even when drawn or utilized. Further the guarantee should be in line with inflation increases over the period of the tender or guarantee period.

#### 2.15.14 **DUTIES OF SERVICE PROVIDER**

The duties of the Service Provider is to execute the remedial works to the Disability Unit and African Languages Centre Building (PS Building) according to designs and specifications.

#### 2.15.15 **Required Services**

**Execute the remedial works to the Disability Unit and African Languages Centre Building (PS Building) according to designs and specifications.**

#### 2.15.16 **CONFIDENTIALITY AND NON-DISCLOSURE**

"Confidential information" shall mean any information or data which by its nature or content is identifiable as confidential and/or proprietary to the disclosing party and/or any third party, or which is provided or disclosed in confidence and which the disclosing party or any person acting on its behalf may disclose or provide to the receiving party or which may come to the knowledge of the receiving party by whatsoever means, including but not limited to software, documentation (including software manuals) and any other information relating to the operating and financial structure, business activities and trade secrets of the client and its respective vendors or suppliers, as the case may be;

- a. For the purpose of this clause 12 "receiving party" shall mean that party receiving the other's confidential information and "disclosing party" shall mean that party disclosing its confidential information to the other.

b. The receiving party may disclose the confidential information only to its officers and employees and then only such officers and employees to whom such disclosure is reasonably necessary; provided that the receiving party shall ensure compliance by such officers and employees to whom such disclosure has been made, with the terms of this agreement and in particular the provisions of this clause 12.

c. The receiving party agrees:

- not to disclose the confidential information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this Agreement.
- not to utilize, employ, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever other than strictly in relation to the agreement or any service schedule;
- that the unauthorized or unlawful use or disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party.

Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage, of whatsoever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party or any of its officers or employees to whom disclosure is made in terms of this agreement of the provisions of this agreement.

d. *The receiving party agrees to protect the confidential information of the disclosing party by using the same standard of care used to safeguard its own information of a confidential nature and by taking all reasonable steps to prevent any unauthorized disclosure of such confidential information.*

e. The disclosing party may, at any time by way of written notice to the receiving party, require the receiving party to return or destroy any material containing, pertaining to or relating to confidential information and to expunge such confidential information from any word processor, computer or other similar device into which it was entered or programmed and may, in addition require the receiving party to furnish a written statement (certified as correct by a director of the receiving party) to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material. The receiving party shall comply

with all requirements in terms of this clause 14 within 7 (seven) days of receipt of written notice thereof.

- The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any information that:
- is known to or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
- is or becomes publicly known, otherwise than pursuant to a breach of this agreement by the receiving party;
- is known to or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
- is or becomes publicly known, otherwise than pursuant to a breach of this agreement by the receiving party;
- *is acquired or developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;*

#### 2.15.17 **ASSIGNMENT**

The Service Provider shall not cede or assign its rights and/or obligations in terms of this agreement without the prior written consent of the client.

#### 2.15.18 **BREACH AND TERMINATION**

- a. For the purposes of this clause and elsewhere in this agreement, an "event of default" means and includes but is not limited to any of the following circumstances, acts or omissions by the Service Provider, which shall entitle the client to cancel the contract on a one (1) Calendar-month written notice.
  - any compromise or attempt to compromise the Security of the client; or
  - an order placing the Service Provider under judicial management or an order for its final or provisional liquidation is granted or the proposing of any resolution for voluntary winding up, other than for reasons of a bona fide restructuring; or
  - the failure by the Service Provider to adhere to the provisions of this agreement, which is not remedied or rectified within 24 hours (or such longer period as the client may in its sole and absolute discretion allow) of receipt of notice requesting such remedial action or rectification.

- any breach of any material term of this agreement which is not remedied within 24 hours (or such longer period as the client in its sole and absolute discretion may allow) of receipt of notice requesting such remedial action or rectification or
  - any reason regarding restructuring that may require guard complements to be reduced.
- b. Notwithstanding any other provisions of this agreement, the client shall without prejudice or derogating from any of its rights and without incurring any liability whatsoever, be entitled at any time to reject and discontinue the services of the Service Provider.

#### 2.15.19 **EFFECTS OF TERMINATION**

Upon the occurrence of an event of default, the client shall have the right to exercise any one or more or any combination of the following remedies, in addition to any other remedy or remedies which may be available under this agreement, at law or in equity:

- terminate this agreement without any liability on 24 Hours (or such longer period as the client may in its sole and absolute discretion allow) written notice to the Service Provider; claim such damages as it may suffer;
- cancel any or all unfilled services and/or
- purchase or engage the services of another Service Provider.

#### 2.15.20 **DISPUTE RESOLUTION**

- a. Should any dispute, disagreement or claim arise between the parties (hereinafter referred to as "the dispute") concerning this agreement or the interpretation of this agreement or its termination, the parties shall attempt to resolve the dispute by negotiation. In such event and as and when the dispute arises, one party may invite the other in writing to meet and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation.
- b. Should the procedure described in clause a (above) fail and dispute remain unresolved, then in such event the matter shall be referred to each party's respective nominated senior representative and a meeting shall take place between such senior representatives with a view to resolving same. Such meeting must take place within 14 (fourteen) days after the declaration of the dispute and invitation to resolve the same, unless otherwise agreed.
- c. Should the procedure described in clause a and b (above) fail and a dispute remains unresolved, either party may submit the dispute, in terms of the rules of the Arbitration Federation, to the

Arbitration Foundation of Southern Africa. The arbitration shall be held in Vanderbijlpark at client's premises and in the English language.

- d. The parties shall use their best endeavors to ensure that the arbitration is held and concluded, and an award handed down by the arbitrator within 60 (sixty) days, or such extended period as the parties may agree to in writing and failing which agreement within such extended period determined by the arbitrator, after the dispute has been referred to arbitration.

### **3. SCOPE OF SUPPLY/SPECIFICATIONS**

#### **3.1 SPECIFICATIONS**

##### **3.1.1. INTRODUCTION**

This sets out the specifications to be supplied to VUT by the successful Bidder

##### **3.1.2 RELEVANT EXPERIENCE**

The Bidder will be responsible for submitting confirmation regarding existing or previous experience/orders which are or were valid.

##### **3.1.3 SPECIFICATIONS**

VUT (Vaal University of Technology) reserves the right to adjust the quantity required prior to during or after the Bid process and duration of the order.

**If deemed necessary, VUT (Vaal University of Technology) reserves the right to split the Bid between more than 1 (one) Bidder to ensure competitive pricing and accurately supplied specifications.**

##### **3.1.4 SCOPE OF WORK**

The scope of work comprises remedial works to the existing Disability Unit and African Languages Centre Building (PS Building).

The remedial works comprises the removing and replacing of certain areas of tiled floors, laminate floors, carpet floor coverings and vinyl floor coverings. In certain areas these existing floor finishes would need to be cleaned and not replaced.

The scope further includes the replacement of Suspended Ceiling tiles where necessary and cleaning of existing ceilings where necessary. In certain areas there are ceiling bulkheads which would need to be replaced.

The scope further includes cleaning, preparing and repainting of existing plastered and painted walls within the building.

Certain internal and external doors and would need to be replaced, the extent of which will be communicated with the successful bidder.

All works are to be executed according to the Design and Specifications issued by the Architect.

**I/we, the bidder indicates that I/us understands the scope of work and the bid price offered is true and correct and shall not be changed unless there is a**



significant change, agreed to by VUT, in the scope of work, which shall not be in excess 15% of the original bid price.

BIDDERS FULL NAME/S	BIDDERS SIGNATURE	DATE

**BID SPECIFICATIONS**

The Bid is for the execution of remedial works to the existing Disability Unit and African Languages Centre Building (PS Building).

The remedial works comprises the removing and replacing of certain areas of tiled floors, laminate floors, carpet floor coverings and vinyl floor coverings. In certain areas these existing floor finishes would need to be cleaned and not replaced.

The scope further includes the replacement of Suspended Ceiling tiles where necessary and cleaning of existing ceilings where necessary. In certain areas there are ceiling bulkheads which would need to be replaced.

The scope further includes cleaning, preparing and repainting of existing plastered and painted walls within the building.

Certain internal and external doors and would need to be replaced, the extent of which will be communicated with the successful bidder.

All works are to be executed according to the Design and Specifications issued by the Architect.

**3.1.5 BY SIGNING THIS PART OF THE DOCUMENT THE BIDDER UNDERTAKES TO ADHERE TO ALL OF THE ABOVE ASPECTS.**

d

BIDDERS FULL NAME/S	BIDDERS SIGNATURE	DATE



## 4. EVALUATION PROCESS

### 4.1 MANDATORY CRITERIA – CHECKING OF DOCUMENTS

- 4.1.1 VUT has defined minimum mandatory criteria listed in the table below that must be met by the Bidder in order for VUT to accept an offer for evaluation.
- 4.1.2 The pre-qualification evaluation will be carried out by VUT to determine which Bidder's responses are compliant or non-compliant with the bid specifications/requirements issued.
- 4.1.3 Where there is **failure to comply with the mandatory criteria** and/or VUT is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be **disqualified**.

### 4.2 MANDATORY DOCUMENTS / MANDATORY REQUIREMENTS

#### 4.2.1 Mandatory Documents/Requirements

- Tick (✓) as confirmation/ability to supply each item.
- Cross (X) if unable to supply each item. If (X), kindly supply details of equivalent/alternative.

<u>MANDATORY DOCUMENTS &amp; REQUIREMENTS</u>		<b>BIDDER INSTRUCTIONS:</b> Complete shaded fields – below "Bidder Check List"	<b>Bidder Check List</b> (✓) OR (X)
<b>IDENTIFYING DOCUMENTS:</b>			
1	Either 1.1 OR 1.2 below must be submitted:		
1.1	Copy of Business Entity Registration (Submission of CIPC registration) relevant to Public/Private Companies & Closed Corporations.	Tick (✓) as confirmation of submission.	
	<b>OR</b>	<b>OR</b>	<b>OR</b>
1.2	Certified I.D. copy/s of Registered Members (relevant to Sole Proprietaries & Partnerships).	Tick (✓) as confirmation of submission.	
<b>TAXATION:</b>			
2.	Submit a Compliance Status (TCS) Pin issued by SARS.	Tick (✓) as confirmation of submission.	
	Expiry Date	Fill in expiry date.	
	<b>COID(Act)</b>		
3.	Letter of good standing ( <b>COID</b> ).	Tick (✓) as confirmation of submission.	
	Expiry Date	Fill in expiry date.	
<b>TERMS:</b>			
<b>ANNEXURES:</b>			

4.	Signature Scope of work and specifications 3.1.4 and 3.1.5	Tick (✓) as confirmation of submission.	
5.	Duly completed and signed <i>Form of Bid. ANNEXURE 1</i>	Tick (✓) as confirmation of completion.	
6.	Duly completed and signed <i>Declaration of Interest. ANNEXURE 2</i>	Tick (✓) as confirmation of completion.	
7.	Duly completed and signed <i>Certificate of Independent Bid Determination. ANNEXURE 3</i>	Tick (✓) as confirmation of completion.	
<b>PRICING SCHEDULE:</b>			
8.	Separately submitted Pricing Schedule.	Tick (✓) as confirmation of submission.	
<b>GENERAL / OTHER:</b>			
9.	Suppliers agree to adhere to all Health and Safety Regulations and Protocols, as stipulated in relevant Legislation and Regulation.	Tick (✓) as confirmation of agreement.	
10			

**NB: Where a bidder has failed to submit any of the required document/s or did not fully complete the document, a bidder will be given a period of seven days to submit any such document or to fully complete the document failing which the bidder will be disqualified and not considered further in the bid process.**

**OTHER REQUIREMENTS:**

<b>BROAD BASED BLACK ECONOMIC EMPOWERMENT:</b>		
Please Note: Neglecting to submit a B-BBEE Certificate will result in 0 (zero) points being allocated when calculating Price & B-BBEE scores.		
1.	<p>Valid &amp; Certified or generated copy of B-BBEE Certificate/Affidavit. Certificate number must be assigned to document as per amended B-BBEE Act.</p> <p>Where a Bidder is exempt or does not qualify for B-BBEE rating, letter stating same must be provided by the Bidder's Auditing Firm or Firm of Accountants.</p> <p><b>Where a Bidder is exempt or does not qualify for B-BBEE rating, a duly completed and signed Affidavit must be provided as per Amended Construction Sector Code as stipulated and gazetted (Gazette Vol 630 No 41287) AND letter stating same must be provided by the Bidder's Auditing Firm or Firm of Accountants.</b></p>	Tick (✓) as confirmation of submission.
Expiry Date		Fill in expiry date.
B-BBEE Level		Fill in B-BBEE level.

<b>BIDDERS FULL NAME/S</b>	<b>BIDDERS SIGNATURE</b>	<b>DATE</b>
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### **4.3 80/20 PRINCIPLE**

4.3.1 **Bids will be evaluated on the 80/20 preference** points scoring system: that is, 80 of the points awarded will be based on price, as indicated in the table below; and 20 of the points awarded will be based on B-BBEE codes system.

4.3.2 VUT has approved a multi-staged evaluation process.

4.3.3 VUT may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Bid. This information will be requested in writing.

4.3.4 VUT may conduct a due diligence on any Bidder, which may include interviewing customer references or other activities to verify a Bidder's or other information and capabilities (including visiting the Bidder's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Bidders will be obliged to provide VUT with all necessary access, assistance and/or information which VUT may reasonably request.

### **4.4 EVALUATION CRITERIA:**

4.4.1 VUT evaluation criteria provide for the accumulation of points for a Bidder based on the extent to which Functionality is expected to be met by Bidders.

4.4.2 **Minimum of 70** (seventy points) in functionality must be achieved

Description of Functionality criteria	Maximum possible score
<p><b>Five or more track record of previous work done / completed with contactable references (Attach appointment letters and completion certificates)</b></p> <p>List of different Projects, value, and duration, start date/completion date and Clients/Principal Consultants Minimum 5 Projects of similar value and nature <b>(4 points per project)</b></p>	20
<p><b>Specific Experience of Key Personnel to be responsible for the project according to company organogram</b></p> <p>Submit the CVs with references, certified copy of Identification Documents and certified copies of qualification in any building environment:</p> <ul style="list-style-type: none"> <li>• <b>Contract Director</b> (Technical qualifications in any build environment) 5 Years' experience and more = 5 points Less than 5 years = 3 points</li> <li>• <b>Contracts Manager</b> (Technical qualifications in any build environment) 5 Years' experience and more = 5 points Less than 5 years = 3 points</li> <li>• <b>Site Agent</b> (Technical qualifications in any build environment) 5 Years' experience and more = 3 points Less than 5 years = 1 point</li> <li>• <b>Foreman</b> (Technical qualifications in any build environment) 5 Years' experience = 2 points Less than 5 years = 0 points</li> </ul> <p>(Note: All names and Titles must be clearly indicated as mentioned above)</p>	15
<p><b>Proposed Work Plan (Approach and Methodology)</b></p> <p>Submit a Methodology relevant to the project, detailing how the tenderer plans to manage the works on site which includes the process of completing all works i.e.: site establishment; risks &amp; OHS site specific compliance; understanding of the Scope of Work; actions required and sequencing of works and trades to complete the works in time:</p> <ul style="list-style-type: none"> <li>• <i>Location of Office, Delivery, storage and preparation areas (laydown area) (2 points)</i></li> <li>• <i>Managing noise, dust, rubble and safety of students and VUT staff around operating spaces (3 points)</i></li> <li>• <i>Clear indication of the deployment of specific trades involved and the management thereof (3 points)</i></li> </ul> <p><i>Sequencing of works (2 points)</i></p>	10

<p><b>Locality of a Bidder</b> Means of verification: Either proof of residence, Utility bill or Lease agreement to the name of the tendering firm.</p> <p>Vaal Area=<b>10 Points</b></p> <p>Gauteng Province=<b>5 Points</b></p> <p>Other Provinces=<b>2 Points</b></p>	10
<p><b>Provide proof of working Capital of at least 5% of the Project Value</b></p> <p>Attach the above mentioned from a recognised registered financial institution or bank as guarantee of the working capital. <b>(Compliance = 10 points)</b></p>	10
<p><b>Annual/Audited Financial Statement/Management</b></p> <p>Account/Income and Expenditure Statements AND NOT OLDER THAN 2023: Declaration from the auditor declaring that the company meets the solvency and liquidity test as prescribed in terms of section 4 of the COMPANY'S ACT (71 of 2008). <b>(5 points for compliance)</b></p>	10
<p><b>Health and Safety Compliance</b></p> <p><b>Health and Safety Officer:</b> At least a Diploma at NQF Level 6 with 3 years' experience. Provide membership Certificate with SACPCMP or SAIOSH. Submit the CV'(s) with a certified copy of qualification certificate and Identification Document. = <b>10 Points</b></p>	10
<p><b>Submission of detailed Programme including how time will be managed</b></p> <p>Submit detailed Programme:</p> <p>Critical Path indicating:</p> <ul style="list-style-type: none"> <li>• Project start and end date = <b>1 points</b></li> <li>• sequence of activities (including expected deployment of trades indicated) = <b>3 points</b></li> <li>• long-lead time items = <b>1 points (long-lead items are items not available immediately and have to be ordered in advance)</b></li> </ul>	5
<p><b>Specific Goals for Tender and Points Claimed as indicated below:</b></p> <p>Women Ownership = <b>4 points</b> Youth Ownership = <b>2 points</b> People with Disability Ownership = <b>2 points</b> Black (Male /Female) Ownership = <b>2 points</b></p> <p><b>Source Documents to be submitted with the Tender:</b></p> <ul style="list-style-type: none"> <li>• CIPC Document (Company Registration Document will be required for verification)</li> <li>• Woman (Originally Certified ID Document)</li> <li>• Youth (Originally Certified ID Document)</li> <li>• People with Disability (Letter from the Dr. confirming the Disability)</li> <li>• Black ownership (Originally Certified ID Document)</li> </ul>	10
<b>Maximum possible score</b>	<b>100</b>

#### 4.4.4. PRICE (80) AND B-BBEE (20) CRITERIA

This Stage will focus on Price (80) and B-BBEE (20)

POINTS	CRITERIA	DOCUMENTS REQUIRED
80	<b>Price</b> Points for price will be allocated in accordance with the formula.	Price schedule to be completed.
20	<b>B-BBEE</b> Points on B-BBEE will be allocated in accordance with the Bidders B-BBEE status.	Valid B-BBEE Certificate from SANAS or an accredited verification agency (including assessment report).



#### 4.4.5 B-BBEE SCORE CARD 80/20

B-BBEE CONTRIBUTION LEVEL	POINTS
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-Compliant Contributor	0

#### 4.4.6 PRICE POINTS CALCULATION FORMULA

Calculation for awarding points on pricing as follows:

$$PS = P \times \frac{(1 - (T - LT))}{LT}$$

Where:

PS	=	Price Score
P	=	Points
T	=	Bid whose points are being determined
LT	=	Lowest Bid

## **ANNEXURE 2**

### **FORM OF BID**

RFB Reference Number:	<b>T04/2024</b>
RFB Short Bid Title:	<b>Bid for the remedial works to the existing Disability Unit and African Languages Centre Building (PS Building)</b>
To Vaal University of Technology:	<u>Address for physical submission of Bid:</u> <b>Vaal University of Technology, Andries Potgieter</b> <b>Boulevard, Vanderbijlpark, Main Campus, E-Block,</b> <b>Bid Box (Room No. E001)</b> <u>Attention:</u> <b>Lebohang Monne. Email address:</b> <a href="mailto:lebohangm2@vut.ac.za">lebohangm2@vut.ac.za</a> .
Name of Bidder:	<u>If company or close corporation:</u> Registered name: Registered number: <u>If partnership:</u> Name of partnership: <u>If trust:</u> Name of trust: Master's reference number: <u>If association:</u> Name of association: <u>If individual:</u> Full names: SA identity number or foreign passport:
Name of Authorised Representative of Bidder:	Name: Address: Telephone number: E-mail address:

**ANNEXURE 1**  
**FORM OF BID (Continued)**

1. The Bidder hereby:
  - 1.1 acknowledges that it has studied the contents of the RFB, and is fully acquainted therewith;
  - 1.2 accepts and undertakes to comply with the terms and conditions contained in the RFB;
  - 1.3 offers to execute the whole of the contract in accordance with the specifications and conditions of the RFB, at the price set out in the Pricing Schedule attached to the Bidder's Bid;
  - 1.4 confirms that it has satisfied itself as to the correctness of its Bid, and that the price set out in the Pricing Schedule covers all the work items specified in the RFB;
  - 1.5 accepts that any mistakes regarding the price set out in the Pricing Schedule will be binding;
  - 1.6 declares that it is in a sound financial position and has the ability to meet its obligations in respect of any resulting contract;
  - 1.7 agrees to be bound by its Bid for the period set out in the RFB from the closing date for the submission of Bids, and during which period its Bid will be irrevocable, and may be accepted by VUT at any time before expiry of said period;
  - 1.8 declares that the information provided in its Bid is true and correct and not misleading in any material respect;
  - 1.9 acknowledges that VUT is not bound to accept the lowest Bid it may receive;
  - 1.10 acknowledges that unless VUT agrees otherwise in writing no Contract will be deemed to have come into force unless and until a written Contract in respect of the Goods/Services, and any agreed amendments, is signed by VUT and the Bidder; and
  - 1.11 a Bidding contract comes to being upon the signing thereof by VUT and the successful Bidder.
2. All correspondence in connection with this Bid will be directed to the Bidder's authorised representative, the details of whom are set out in the table of the Form of Bid (Annexure 2).
3. Official proof of authorisation of the signatory to the Form of Bid, to be submitted with all the requisite documentation, is required.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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Signed by or on behalf of **THE BIDDER**

If signed on behalf of the Bidder, the signatory hereby warrants that s(he) is duly authorised to sign this declaration on its behalf

Full Name(s) \_\_\_\_\_

Designation \_\_\_\_\_

## **ANNEXURE 2**

### **DECLARATION OF INTEREST**

1. Any legal person, excluding persons employed by Vaal University of Technology (VUT), or persons having a kinship with persons employed by the VUT, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes a price Bid, advertised competitive Bid, limited Bid or proposal).

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

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

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

2.1 Full Name of Bidder or his or her Representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder!):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

<sup>1</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Bidder presently employed at VUT or who have left the employment of VUT in the past 12 months?

YES / NO

2.7.1 If so, furnish the following particulars:

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

Name of VUT Department / Division at which you / the person connected to the Bidder is employed:

Position occupied in the VUT institution:

Any other particulars:


2.8 Are presently employed by the VUT, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.8.1 If yes, did you attach proof of such authority to the Bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid).

YES / NO

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


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

YES / NO

2.9.1 If so, furnish particulars:


2.10 Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the VUT and who may be involved with the evaluation and or adjudication of this Bid?

YES / NO

2.10.1 If so, furnish particulars:


2.11 Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the VUT who may be involved with the evaluation and or adjudication of this Bid?

YES / NO

2.11.1 If so, furnish particulars:


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

YES / NO

2.12.1 If so, furnish particulars:




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

Full Name/s	Identity Number	Personal Tax Reference Number	Personnel Number

**4. DECLARATION**

I, THE UNDERSIGNED

(FULL NAME/S)

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

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

**SIGNATURE**

**DATE**

**NAME OF BIDDER**

**POSITION**

## **ANNEXURE 3**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all Bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid rigging). <sup>2</sup> Collusive Bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. The Procurement policy authorises the SCM section (which will include all persons delegated with authority in terms of the Procurement policy section (page 6 of 28)) of the VUT to:
  - 3.1 Disregard the Bid of any Bidder if that Bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - 3.2 Cancel a contract awarded to a Bidder of goods and services if the Bidder committed any corrupt or fraudulent act during the Bidding process or the execution of that contract.
4. This document serves as a declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid rigging.
5. In order to give effect to the above, the attached must be completed and submitted with the Bid.

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

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

## **ANNEXURE 3 (Continued)**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying Bid:

--

**(Bid Number and Bid Description)**

in response to the invitation for the Bid made by:

<b>VAAL UNIVERSITY OF TECHNOLOGY (VUT)</b>
--

**(Name of Institution)**

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

I certify, on behalf of:

--

that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been 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 the accompanying bid, I understand that the word "competitor" will include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - 5.1 Has been requested to submit a Bid in response to this Bid invitation;
  - 5.2 Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

5.3 Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.

6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partner in a joint venture or consortium<sup>3</sup> will not be construed as collusive Bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1 prices;
  - 7.2 Geographical area where product or service will be rendered (market allocation);
  - 7.3 Methods, factors or formulas used to calculate prices;
  - 7.4 The intention or decision to submit or not to submit, a Bid;
  - 7.5 The submission of a Bid which does not meet the specifications and conditions of the Bid; or
  - 7.6 bidding with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The, terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

**SIGNATURE**

**DATE**

**NAME OF BIDDER**

**POSITION**

## **ANNEXURE 4**

### **DETAILS OF BIDDER'S NEAREST OFFICE**

INFORMATION REQUIRED	DETAILS TO BE COMPLETED
Physical address of nearest office:	<div></div> <div></div> <div></div> <div></div> <div></div>
Telephone number of nearest office:	<div></div> <div></div> <div></div>
Time period for which the nearest office has been used:	<div></div> <div></div> <div></div>
Is the office leased or owned?	<div></div> <div></div> <div></div>

]