



**TENDER FOR THE PROVISION OF SECURITY SERVICES FOR A  
 PERIOD OF 3 YEARS/36 MONTHS**

**BID NUMBER: O2021/06**

|                     |  |
|---------------------|--|
| <b>CLOSING TIME</b> |  |
| <b>CLOSING DATE</b> |  |

Bids must be properly received and deposited in the Bid box on or before the closing date and before the closing time. No late bids will be accepted under any circumstances. Bids must be submitted in a sealed envelope properly marked in terms of the Bid number and Bid description as indicated above at the administrative office of ORION ORGANISATION. No bids will be accepted via facsimile, email or telegram.

**SERVICE PROVIDER’S DETAILS**

|                          |                |
|--------------------------|----------------|
| Name of Service Provider |                |
| Contact Person           |                |
| E-mail Address           |                |
| Telephone Number         | (        )Code |
| Fax Number               | (        )Code |
| Physical Address         |                |
| Postal Address           |                |

**NOTE:** The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

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Service Providers are advised to check the number of pages and, should any be missing, duplicated, reproduction indistinct, description is ambiguous, or this document contain any obvious errors, they shall inform ORION ORGANISATION NPC at once and have the same rectified 5 DAYS BEFORE OF CLOSING OF TENDER. No liability whatsoever will be incurred in respect of errors in this document due to the Service Provider’s failure to observe this requirement.

## First Advertisement

**TENDER NOTICE NO: Orion2021/06**

### PROVISION OF SECURITY SERVICES

Orion Organisation invites tenders for the provision of security services for the Orion premises for a period of 3 years (36 months).

**Prequalification:** Only tenderers who meet both of the following prequalification criteria may respond:

At least B-BBEE level 1

Only tenderers who have the following are eligible to submit tenders/proposals:

- Proof of registration with the Private Security Industry Regulatory Authority (PSIRA),
- Letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA) or an application letter with a stamp from the Department of Labor,
- Independent Communications Authority of South Africa (ICASA) radio license or lease agreement and valid ICASA license from holder.

The physical address for collection and drop-off of tender documents is ORION ORGANISATION, REYGERSDAL DRIVE, WESFLEUR, ATLANTIS. Documents may be collected during working hours from:

Monday –Thursday - 08:15 – 16:30 & Friday – 08:15 – 14:00

Or be downloaded from our website @ [www.orionorganisation.org](http://www.orionorganisation.org)

A compulsory briefing session will be held at ORION ORGANISATION on 28 September 2021 (11:00) in the Orion Organisation Training Facility. No late arrivals will be allowed at the venue and only tenderers with tender documents will be allowed at the briefing session. No tender document will be handed out on the day of the briefing session.

Tenders are to be submitted in a sealed envelope, clearly marked “**Provision of Security Services, Bid No: O2021/06**” and deposited in the tender box situated in the reception area of ORION ORGANISATION on or before 15 October 2021 (16:00) of where the tenders will be opened in public. Late tenders or tender received by facsimile or email will, under no circumstances, be considered.

All enquiries relating to these documents must be addressed to the Auxiliary Manager, Fabian Brandt @ 021 572 8490 or [facility@orionorganisation.co.za](mailto:facility@orionorganisation.co.za) during working hours Monday to Thursday from 08h00 till 16h30 and Fridays from 08h00 till 14h00.

Tenders will be evaluated using the 80/20 principles- experience (30 points), ICASA registration (10 points), PSIRA registration (10 points), Infrastructure and resources (15 points), detailed implementation plan on daily operational work (10 points) & and commitment letter on how 25% of the tendered amount will be spent. Proposals that fail to achieve minimum score of 60% will not qualify for further evaluation.

ORION ORGANISATION does not bind itself to accept the lowest or any proposal, either wholly or in part, or to give any reason for such.

G F MATTHYSE

CEO

## CONDITIONS OF TENDER

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF A CONTRACT.

1. Any alteration made by the Service Provider must be initialed.
2. Use of correcting fluid is prohibited.
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this quotation. To qualify for preference points suppliers are required to submit certified copies of valid B-BBEE status Level Verification Certificates to substantiate their B-BBEE status claims.
5. Suppliers must complete the attached MBD 4 –Declaration of interest form, the MBD 8 – Declaration of Suppliers past performance form and the MBD 9 – Certificate of Independent Bid Determination. Failure to complete these documents may result in your quotation being invalid.
6. Proposals must be in accordance with the specifications, unless otherwise stipulated.
7. The official bid document must be used. Should the allocated pricing page/information be insufficient, you may include an additional copy of the price page.
8. Proposals/tenders must be deposited in the TENDER BOX situated as indicated on the quotation request form. Suppliers should ensure that quotations are delivered timeously to the correct address. If the quotation/offer is late, it will not be accepted for consideration.
9. ORION ORGANISATION is under no obligation to accept the lowest or any bid. Further ORION ORGANISATION reserves the right not to appoint or to appoint one service provider or more than one service providers.
10. The financial standing of the service providers and their ability to render services may be examined before their bids are considered for acceptance.
11. Pricing on the form of offer (**page 18**) must be written same amount both in figures and in words, failing of which your proposal shall be disqualified with an indication of “**no offer**” on the quotation closing.

## SPECIAL TENDER CONDITIONS

- This tender and its acceptance will be subject to the terms and the conditions described below. ORION ORGANISATION will/is not liable for any costs incurred in preparation and delivery of tenders.
- All documents, samples and material submitted as part of a tender becomes the property of ORION ORGANISATION, and yet in any event ORION ORGANISATION will not be liable for loss or damage to any documents, samples and materials submitted.

## CLOSING DATE

- **The closing date for submission of proposals is Monday, 20 September 2021, 16:00. No late submissions will be accepted.**

## TENDER DOCUMENTS MARKING

- a. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.

- b. Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.
- c. Tenders will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regards to claims arising from the fact that pages are missing or duplicated.
- d. Tenders should be hand delivered to the address provided on the Invitation to quote above so as to reach the destination no later than the closing date and time.
- e. No tenders transmitted via telegram, facsimile, email or similar apparatus will be considered.

## VAT, DUTIES AND OTHER TAXES

- a. Prices must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.
- b. The full price under this tender must be quoted in South African Rand

## TAX COMPLIANCE

- a. No tender shall be awarded to a bidder who is **not tax compliant**. ORION ORGANISATION reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to ORION ORGANISATION, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ORION ORGANISATION further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- b. The CSD and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenue Services (SARS) does not issue Tax Clearance Certificates anymore but has introduced an online provision via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- c. ORION ORGANISATION will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on e-Filing.

## PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, ORION ORGANISATION incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and hold ORION ORGANISATION harmless from any and all such costs which ORION ORGANISATION may incur and for any damages or losses ORION ORGANISATION may suffer.

## CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. ORION ORGANISATION reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange), directors or members of senior management, whether in respect of ORION ORGANISATION and whether from the Republic of South Africa or otherwise (“Government Entity”)
- b. Engages in any collusive tendering, anti-competitive conduct, or any other conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid,
- c. Seeks any assistance, other than assistance officially provided by ORION ORGANISATION, from any employee, adviser or other representative of ORION ORGANISATION in order to obtain any unlawful advantage in relation to procurement or services provided,
- d. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ORION ORGANISATION’s Officers, Directors, Employees, Advisors or other representatives,
- e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to ORION ORGANISATION.
- f. Pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to ORION ORGANISATION.
- g. Has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or a prison term.

## CONDITIONS OF PAYMENT

- a. No service should be provided to ORION ORGANISATION in terms of this tender and no amount will become due and payable by ORION ORGANISATION,
- b. An official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled in 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgement. This implies that amounts owing will be paid in 30 days from receipt of invoice of services were delivered to the satisfaction of ORION ORGANISATION.

## CONTRACTUAL IMPLICATIONS

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. The Tenderer acknowledges that awarding of the tender is based solely on the

information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by ORION ORGANISATION.

- c. Other than providing rights to ORION ORGANISATION, nothing in this Tender Request and tender response should be constructed to give rise to ORION ORGANISATION having any obligations or liabilities whatsoever, express or implied.
- d. The successful Tenderer shall only be entitled to render services to ORION ORGANISATION once a separate written contract and a Service Level Agreement (SLA) has been signed by both the tenderer and ORION ORGANISATION, whereupon the tender response will cease to have force and effect.

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**Full Names of a Bidder's Representative**

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**Signature of a Bidder's Representative**

(Accepting all the above listed conditions of the tender)

## ORION ORGANISATION NPC

**Bid Number: O2021/06**

### SPECIFICATIONS

#### 1. Scope of Work

Tenders are hereby invited for the provision of security services for ORION ORGANISATION properties as listed below for the duration of 36 months.

The provision service will include:

- The guarding of ORION ORGANISATION properties,
- Alarm monitoring,
- Inform SAPS,
- The provision of guard houses,
- Protecting our beneficiaries in Residential Care,
- Protect ORION ORGANISATION assets against theft,
- Protect visitors' assets, i.e. vehicles.
- As and when required protection of staff.

#### Specifications

##### ORION ORGANISATION PREMISES

- 2 day shift security officers (male & female), inclusive of weekends and public holidays, 12 hour shifts,
- 2 nightshift security officers (male & female), inclusive of weekends and public holidays, 12 hour shifts,
- Alarm monitoring, inclusive of weekends and public holidays.
- Must be equipped with metal detectors and scanners.
  
- Covid screening with scanning device and Covid19 symptoms questionnaire

##### **Guardhouse**

- ORION ORGANISATION provides a primary guardhouse at the main gate(entrance) at no cost, with ablution facilities,
- The service provider must provide a secondary guardhouse at the back of the premises of ORION ORGANISATION.

#### 2. Function of Security Officers:

- Fill in a daily log sheet recording all relevant information with regards to visitors and their vehicles to the site.
- A separate daily log sheet must be completed for all ORION ORGANISATION vehicles that enter and exit the site.
- To do covid scanning and complete covid questionnaire
- To seize all firearms and dangerous weapons before allowing entrance to the property (firearms and dangerous weapons to be placed in a SABS compliant lockable safe box)
- The following might be included in the future as an additional requirement to patrol a public vehicle parking space on our ORION ORGANISATION property;
  1. All vehicles entering ORION ORGANISATION property must be inspected for any damages before it is parked,
  2. Damages should then be noted and reported to the Auxiliary Manager of ORION ORGANISATION.
- Patrol the facility and parameters of the site.



- The service provider must have monitoring system in place to record foot patrol on the premises.
- The firearm competent security officer must ensure that all due processes are followed, when visitors enter the building with firearms and laptops.
- Report all emergencies and possible illegal activities to the service provider's control room and designated ORION ORGANISATION official immediately.
- Monitoring and control of the security guards must be done by the appointed service provider on a daily basis through scheduled and unscheduled visits.
- All vehicles should be searched entering the premises ORION ORGANISATION (visitors and staff)
- All security officers must be fully trained in fire fighting
- Must have basic training to restrain Orion beneficiaries without causing bodily harm.
- Must have basic training to detain thieves and follow protocol in reporting any such activity in collaboration with the Manager.

## **Special Conditions for Security Personnel:**

The following is required from all security personnel:

- ✓ Personnel must be dressed in full company security uniform and be presentable when on duty.
- ✓ Guards must be in possession of a truncheon, torch and two way communication device when on duty.
- ✓ All personnel must be registered at PSIRA.
- ✓ Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID must contain the member's name, surname, PPSIRA number, employee number and a photo of the employee.
- ✓ All security officers must at least have a Grade C security grading.
- ✓ All personnel must have police clearance and may not have a criminal record. A six monthly (semi-annual) report regarding the police clearance of all guards must be submitted with the monthly report.
- ✓ Proof that security guards underwent medical examinations.

### **General Requirements of the Service Provider:**

- ✓ The service provider must have a 24 hour dedicated control room/contact person.
- ✓ The control room must have an electronic two way radio base set and an emergency back-up service.
- ✓ The control room must have strict access control and it must be according to PSIRA standards. The PSIRA certificate with regard to the control room standard must be submitted.
- ✓ Guards must be paid equal to or above required PSIRA salary rates. Proof of PSIRA rates of the service provider must be submitted with tender documents.
- ✓ The service provider must submit proof of a Public Liability Insurance Policy to the value of R 1 000 000.00 providing cover against all claims (including claims related to the use or misuse of firearms), against the Council, contractor or its employees.
- ✓ The service provider must have at least two vehicles and road worthy certificate of the vehicles.
- ✓ Proof of hourly patrolling device to be installed for reporting.
- ✓ In the event that ORION ORGANISATION requires additional security services then it must be provided at the current rate charged to ORION ORGANISATION.

### **Guardhouses**

- ✓ The service provider must install a white modular structure (2m x 2m) with 1 door and 1 window within 3 weeks of signing the contract.
- ✓ There will be no costs to ORION ORGANISATION whatsoever with regards to the guardhouses i.e. installation, rental, replacement, repairs and maintenance costs (except the electricity bill).
- ✓ The guardhouses must be removed at the end of the service provider's contract.

## **PROVISION OF SECURITY SERVICES**

### **RESPONSIVENESS AND EVALUATION CRITERIA**

**NB:** ORION ORGANISATION may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

### **RESPONSIVENESS CRITERIA**

No bid will be considered by ORION ORGANISATION unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet following requirements amongst others):

#### **COMPULSORY RETURNABLE DOCUMENTS:**

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations 2017.
- The Bidder must adhere to the **Pricing Instructions**,
- The necessary document **authorizing the Representative to sign** and submit the bid on the Bidder's behalf must be completed and signed.
- The **Orion Bid Documents (OBD) 4, 6.1, 8, 9** by the bidder must be completed and signed.
- Letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA) or application letter with the stamp from the Department of Labor,
- Valid ICASA radio license in the name of the company or lease agreement and valid ICASA license from the license holder,
- Certified and valid company Private Security Industry Regulatory Authority (PSIRA) certificate.
- Detailed operational plan.

#### **OTHER RETURNABLE DOCUMENTS THAT MUST BE SUBMITTED:**

- Certified copy of a valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS or original sworn affidavit,
- ID certificate(s) of all directors, members and/or shareholders,
- Valid Tax Clearance Certificate/Verification PIN,
- Company / CC Trust / Partnership / registration certificates and,
- Certificate/Resolution of Authority for Signatory and Registration/ID.

## FUNCTIONALITY

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

- The minimum qualifying score for the functionality will be 60 out of 100 points (60%) and the bids that will fail to achieve the minimum qualifying score will not be considered for further evaluation.
- Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 principles.

| Requirements   | Points | Maximum Points |
|--|--------|----------------|
| Proof of similar and successful completed projects- 30 points (10x3)<br>Maximum points will be given upon the submission of an Appointment Letter(s) and Completion/Reference Letter(s).<br>6 – 12 months = 3 points each project submitted<br>>12 – 24 months = 6 points each project submitted<br>>24 months = 10 points each project submitted<br><p style="text-align: center;">(MAXIMUM OF THREE (3) PROJECTS)</p>  |        | 30             |
| Valid ICASA Radio License in the name of the company – <b>10 points</b><br>Valid ICASA Radio License with lease agreement – <b>7 points</b>  |        | 10             |
| Valid company Private Security Industry Regulatory Authority (PSIRA) Certificate (certified) or application letter with a stamp (not older than 12 months) from Department of Labour<br><p style="text-align: center;">(MAXIMUM OF 10 POINTS)</p>  |        | 10             |
| Proof of infrastructure and resources to be able to provide the service: <ul style="list-style-type: none"> <li>✓ Control room with a functioning communication infrastructure (Picture, physical address and coordinates) – <b>5 points</b></li> <li>✓ At least two licensed vehicles under the company name (log books) <b>or</b> vehicle log books and a signed agreement between the vehicle owner and the company – <b>5 points &amp;</b></li> <li>✓ At least two (2) licensed firearms under the company name – <b>5 points</b></li> </ul> <p style="text-align: center;">(MAXIMUM OF 15 POINTS)</p> |        | 15             |
| Detailed Implementation Plan on how the sites would be managed and controlled on a daily basis, including: <ul style="list-style-type: none"> <li>✓ Contingency plan – <b>35 points</b></li> </ul>   |        | 35             |
| <b>TOTAL NUMBER OF POINTS</b>  |        | <b>100</b>     |

### SITE INSPECTION CERTIFICATE

As required by the General Conditions of Conduct. I/we visited the site of the works on the date specified below.

I/we carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/we further certify that I/we are satisfied with the description of the works and the explanation given by or on behalf of ORION ORGANISATION's representative at the inspection, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE OF TENDERER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SITE INSPECTION CERTIFICATE

This is to certify that (Company Rep.) \_\_\_\_\_

Representing (Company Name) \_\_\_\_\_

Visited the site for this contract on (date) \_\_\_\_\_

SIGNED : \_\_\_\_\_ For ORION ORGANISATION

DATE : \_\_\_\_\_

STAMP

**PRICING SCHEDULE**

**YEAR 1**

| DESCRIPTION   | QUANTITY | RATE PER GUARD                  | TOTAL AMOUNT |
|---|----------|---------------------------------|--------------|
| Day Shift Guards (Grade C, Unarmed), including weekends and public holidays | 02       | R _____<br>per guard, per month |              |
| Nightshift Guards (Grade C, Unarmed) including weekends and public holidays | 02       | R _____<br>per guard, per month |              |
| Alarm monitoring including weekends and public holidays                     | 01       | R _____<br>per guard, per month |              |
| Sub-Total   |          |                                 |              |
| VAT @15%  |          |                                 |              |
| TOTAL AMOUNT  |          |                                 |              |

**YEAR 2**

| DESCRIPTION           | QUANTITY | RATE PER YEAR |
|-----------------------|----------|---------------|
| Sub-Total             |          |               |
| Escalation Percentage |          |               |
| VAT @ 15%             |          |               |
| TOTAL AMOUNT          |          |               |

**YEAR 3**

| DESCRIPTION           | QUANTITY | RATE PER YEAR |
|-----------------------|----------|---------------|
| Sub-Total             |          |               |
| Escalation Percentage |          |               |
| VAT @ 15%             |          |               |
| TOTAL AMOUNT          |          |               |

**The successful bidder will be required to fill in and sign a written Contract Form (OBD 7).**

TENDER DOCUMENTS MUST BE HAND DELIVERED IN A SEALED ENVELOPE TO **ORION ORGANISATION** ADMIN OFFICE.

**Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.**

**ALL QUOTES TENDER APPLICATION MUST BE SUBMITTED ON YOUR COMPANY LETTERHEADS.**

|  |
|--|
| THIS BID IS SUBJECT TO THE CONDITIONS OF THE CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT |
|--|

**NB: NO TENDER DOCUMENTS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF ORION ORGANISATION.**

**PART A**  
**INVITATION TO BID**

| <b>YOU ARE HEREBY INVITED TO BID FOR EQUIREMENTS OF ORION ORGANISATION</b>  |  |              |  |   |  |
|---|--|--------------|--|---|--|
| BID NUMBER  | O2021/06   | CLOSING DATE |  | COLSING TIME  |  |
| DESCROPTION   | PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS                               |              |  |   |  |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (OBD7)</b>  |  |              |  |   |  |
| BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN TENDER BOX SITUATED AT; <b>REYGERSDAL DRIVE, WESFLEUR, ATLANTIS.</b>   |  |              |  |   |  |
| ORION ORGANISATION <b>Tender Box</b> at reception in the Admin Office no later than Monday, 20 September 2021 (16H00). Incomplete, faxed, emailed and late proposal documents will not be considered. |  |              |  |   |  |
| <b>SUPPLIER INFORMATION</b>   |  |              |  |   |  |
| NAME OF BIDDER  |  |              |  |   |  |
| POSTAL ADDRESS  |  |              |  |   |  |
| STREET ADDRESS  |  |              |  |   |  |
| TELEPHONE NUMBER  | CODE   |              | NUMBER   |   |  |
| CELLPHONE NUMBER  |  |              |  |   |  |
| FACSIMILE NUMBER  | CODE   |              | NUMBER   |   |  |
| EMAIL ADDRESS   |  |              |  |   |  |
| VAT REGISTRATION NO   |  |              |  |   |  |
| TAX COMPLIANCE STATUS   | TCS PIN  |              | OR   | CSD No  |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br><i>[tick applicable box]</i>  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |              | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                        | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                               |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>  |  |              |  |   |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] |              | ARE YOU A FOREIGN BASED SUPPLIER FOR THE SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER PART B:3] |  |
| TOTAL NUMBER OF ITEMS OFFERED   |  |              | TOTAL BID PRICE  | R   |  |
| SIGNATURE OF BIDDER   | .....  |              | DATE   |   |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |              |  |   |  |
| <b>BIDDING INQUIRES MAY BE DIRECTED TO:</b>   |  |              | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>           |   |  |
| DEPARTMENT  | FINANCE DEPARTMENT   |              | CONTACT PERSON   | FABIAN BRANDT   |  |
| CONTACT PERSON  | MARY-ANN RHODES  |              | TELEPHONE NO   | 021 572 8490  |  |
| TELEPHONE NO  | 021 572 8490   |              | FACSIMILE NO   | 021 572 8419  |  |
| EMAIL ADDRESS   | finance@orionorganisation.co.za  |              | EMAIL ADDRESS  | facility@orionorganisation.co.za  |  |

**PART B  
TERMS AND CONDITIONS**

|   |     |    |
|---|-----|----|
| <b>1. BID SUBMISSION</b>  |     |    |
| 1.1. BIDS MUST DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |     |    |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT BE RE-TYPED) OR ONLINE</b>   |     |    |
| 1.3. THIS BID IS SUBJECT TO CONDITIONS OF THE CONTRACT.   |     |    |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |     |    |
| 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |     |    |
| 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.  |     |    |
| 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> . |     |    |
| 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.   |     |    |
| 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.   |     |    |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |     |    |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | YES | NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN RSA?  | YES | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN RSA?   | YES | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN RSA?  | YES | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | YES | NO |
| <b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE</b>   |     |    |

**NB: FAILUER TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE EMPLOYMENT OF ORION ORGANISATION.**

SIGNATURE OF BIDDER: .....

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

DATE: .....



## FORM OF OFFER AND ACCEPTANCE

### **AGREEMENT AND CONTRACT DATA**

#### **BID No: O2021/06- PROVISION OF SECURITY SERVICES FOR A DURATION OF 36 MONTHS**

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto, and by submitting this offer has accepted the conditions of this bid.

By the representative of bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered total price inclusive of Value Added Tax (VAT) is

R\_\_\_\_\_ (words)\_\_\_\_\_

Or such other sum

As may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price includes VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of their being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract in the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_

(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organisation(s):

\_\_\_\_\_

(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: \_\_\_\_\_

I/We bank at the \_\_\_\_\_ branch of

\_\_\_\_\_ where I/we have \_\_\_\_\_

Account no: \_\_\_\_\_

Bankers contact name \_\_\_\_\_ & tel no. \_\_\_\_\_

I/we acknowledge that proof of the information entered in this offer required in terms of this document and or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 3 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that ORIONORGANISATION is not bound to accept the lowest or any tender and acknowledge that ORION ORGANISATION may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from the date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: \_\_\_\_\_

NAME & CAPACITY: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

DATE: \_\_\_\_\_

**BANK DETAILS**

BANK NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_

BRANCH CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

ACCOUNT TYPE: \_\_\_\_\_

**OFFICIAL STAMP FROM BANK**

.....

**AUTHORISED BANK OFFICIAL STAMP**

.....  
AUTHORISED SIGNATURE:

.....  
NAME:

.....  
CAPACITY:

.....  
DATE:

## Provision of Security Services

Bid Number: O2021/06

# GENERAL CONDITIONS OF CONTRACT

## TABLE OF CLAUSES

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## **1. Definitions**

### **1. The following terms shall be interpreted as indicated:**

- 1.1. "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
- 1.2. "Contract" means the written agreement entered in between the service user and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an ORION ORGANISATION official in the procurement process or in contract execution.
- 1.5. "Country of origin" means the place where the services were rendered.
- 1.6. "Day" means calendar day.
- 1.7. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the service user and its sovereign capacity, wars or revolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determine of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) design to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- 1.10. "GCC" means the General Conditions of Contract.
- 1.11. "Services" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the service user under the contract.
- 1.12. "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.13. "Manager's Representative" shall mean the Special Projects Manager of ORION ORGANISATION.
- 1.14. "Order" means an official written order issued for the supply of the rendering of a service.
- 1.15. "Project site" where applicable, means the place indicated in tendering documents.

- 1.16. "Service user" means the organisation purchasing the services.
- 1.17. "Republic" means the Republic of South Africa.
- 1.18. "SCC" means Special Conditions of Contract.
- 1.19. "Supplier/Service provider /Contractor " means the successful tenderer who is awarded the contract to maintain and administer the required and specified services to ORION ORGANISATION.
- 1.20. "Tenderer" shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successor and assigns of the Supplier.
- 1.21. "Tort" means in breach of contract.
- 1.22. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.
- 1.23. "written or in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific services.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the tendering documents, the service user shall not be liable for any expense incurred in the preparation and submission of the tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to the tender are usually published in locally distributed media on the ORION ORGANISATION website. [www.orionorganisation.org](http://www.orionorganisation.org)

## **4. Standards**

- 4.1. The services supplied shall conform to the standards mentioned in the tendering documents and specifications.

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

- 5.1. The supplier shall not, without the service user'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 service user 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 as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the service user's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC 5.1 shall remain the property of the service user and shall be returned (all copies) to the service user on completion of the supplier's performance under the contract if so required by the service user.
- 5.4. The supplier shall permit the service user to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the service user.

**6. Patent Rights**

- 6.1. The supplier shall indemnify the service user against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof by the service user.
- 6.2. When a supplier developed documentation/projects for ORION ORGANISATION, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ORION ORGANISATION.

**7. Insurance**

- 7.1. The services supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to the services rendered.

**8. Transportation**

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

**9. Incidental Services**

- 9.1. The supplier may be required to provide any additional services that relates directly or indirectly to the contract :
- 9.2. Prices charged by the supplier for incidental services, if not included in the contract price for the services 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.

## **10. Payment**

- 10.1. The method and conditions of payment to be made to the supplier under this shall be specified.
- 10.2. The supplier shall furnish the service user with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 10.3. Payments shall be made promptly by the service user, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 10.4. Payment will be made in Rand unless otherwise stipulated.

## **11. Prices**

- 11.1. Prices charged by the supplier for services delivered under the contract shall not vary from prices tendered for by the supplier in his tender, with the exception of any price adjustments authorized or in the service user's request for tender validity extension, as the case may be.

## **12. Variation orders**

- 12.1. In cases where the estimated value of the envisaged changes in does not vary more than 15% of the total value of the original contract, the contractor may be instructed to render the services as such. In cases of measurable quantities, the contractor may be approached to reduce unit price, and such offers may be accepted provided that there is no escalation in price.

## **13. Assignment**

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

## **14. Subcontracts**

- 14.1. The supplier shall notify the service user in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the supplier from any liability or obligation under the contract.

## **15. Delays in the supplier's performance**

- 15.1. Performance of service shall be made by the supplier in accordance with the time schedule prescribed by the service user in the contract.
- 15.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely performance of services, the supplier shall promptly notify the service user 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 service user shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties b amendment of contract.
- 15.3. The right is reserved to procure the minor essential services executed if an emergency arises.
- 15.4. 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 22.2 without the application of penalties.

15.5. Upon any delay beyond the delivery period in the case of services contract, the service user shall, without cancelling the contract, be entitled to purchase services of similar quality and up to the same quantity in substitution of the services not supplied in conformity with the contract, or to cancel the contract and source such services as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **16. Penalties**

16.1. Subject to GCC Clause 25, if the supplier fails to perform the services within the period(s) specified in the contract, the service user 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 services or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The service user may also consider termination of the contract pursuant to GCC Clause 23.

## **17. Termination for default**

17.1. The service user, 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 services within the period(s) specified in the contract, or within any extension thereof granted by the service user pursuant to GCC Clause 21.1;
- b. If the supplier fails to perform any other obligation(s) under the contract; or
- c. If the supplier, in the judgement of the service user, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17.2. In the event of the service user terminating the contract in whole or in part, the service user may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the supplier shall be liable to the service user for any excess costs for such similar services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **18. Force Majeure**

18.1. Notwithstanding the provisions of GCC Clause 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to extend that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

18.2. If force majeure situation arises, the supplier shall promptly notify the service user in writing of such condition and the cause thereof. Unless otherwise directed by the service user 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.

## **19. Termination for insolvency**

19.1. The service user 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 the termination will be without compensation to the supplier, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued or will accrue thereafter to the service user.

## **20. Settlement of disputes**

- 20.1. If any dispute or difference of any kind whatsoever arises between the service user and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the service user 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.

## **21. Limitation of liability**

- 21.1. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.2. 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 service user shall pay the supplier any monies due to the supplier for services rendered according to the prescripts of the contract.
- 21.3. 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 service user, 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 service user; and
  - b. The aggregate liability of the supplier to the service user, whether under the contract, or 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.

## **22. Governing language**

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

## **23. Applicable law**

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

## **24. Notices**

- 24.1. Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 24.2. The time mentioned 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.

**25. Taxes and duties**

- 25.1. A foreign supplier shall be responsible for all taxes, stamp duties, license fees and other such levies imposed outside the service user's country.
- 25.2. A local supplier shall be entirely responsible for taxes, duties, license fees, etc., incurred until delivery of the contracted services to the service user.
- 25.3. No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 25.4. No contract shall be concluded with any tenderer whose municipal rates and taxes are municipal services charges are in arrears.

**26. Transfer of contracts**

- 26.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the service user.

**27. Amendment of contracts**

- 27.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

**28. Prohibition restrictive practices**

- 28.1. In terms of section 4 (1) b (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding.
- 28.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the service user has/have engaged in the restrictive practice referred to above, the service user may refer the matter to the Competition Commission for investigation and possible imposition of administration penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 28.3. If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the service user may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

### AUTHORITY OF SIGNATORY TO SIGN

(To be completed when the bid is submitted by a Company, Corporation or Firm)

I, the undersigned, am authorised to enter into this Contract on behalf of

.....  
.....

By virtue of resolution/letter dated....., **a certified copy of which is attached.**

Signature:.....

Name (in capital letters) :.....

In his/her capacity as :.....

Date :.....

As Witness:

1. Signature: ..... Name: .....

2. Signature: ..... Name: .....



**OBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from an official of ORION ORGANISATION.
- 2. Any person, having a kinship with persons in the service of ORION ORGANISATION, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid or part thereof, be awarded to persons connected with or related to persons in service of ORION ORGANISATION, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1. Full Name: .....

3.2. Identity Number: .....

3.3. Company Registration Number: .....

3.4. Tax Reference Number: .....

3.5. VAT Registration Number: .....

3.6. Are you presently in the service of ORION ORGANISATION\* **YES / NO**

3.6.1. If so, furnish particulars.

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

\*MSCM Regulations: "in service of ORION ORGANISATION "means to be-

- a) A member-
  - i) Orion Board of Directors
  - ii) Orion employee
  - iii) Orion official

3.7. Have you been in the service of ORION ORGANISATION for the past twelve months? **YES / NO**

3.7.1. If so, furnish particulars.

.....  
.....



3.8. Do you have any relationship (family, friend, other) with persons in the service of ORION ORGANISATION and who may be involved in the evaluation and or adjudication of this bid? **YES / NO**

3.8.1. If so, furnish particulars.

.....  
.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder or and any person in the service of ORION ORGANISATION who may be involved in the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1. If so, furnish particulars.

.....  
.....

3.10. Are any of the company's directors, managers, principle shareholders or stakeholders in service of ORION ORGANISATION?

**YES / NO**

3.10.1. If so, furnish particulars.

.....  
.....

3.11. Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of ORION ORGANISATION?

**YES / NO**

3.11.1. If so, furnish particulars.

.....  
.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of ORION ORGNAISATION?

**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 ORION ORGANISATION?

**YES / NO**

3.13.1. If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.14.1. If yes, furnish particulars.

.....  
.....

### CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

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

**I ACCEPT THAT ORION ORGANISATION MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

### DECLARATION WITH REGARD TO COMPANY/FIRM

- 1. Name of Firm :.....
- 2. VAT Registration Number :.....
- 3. Company Registration Number :.....

4. TYPE OF COMPANY FIRM

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

[TICK APPLICABLE BOX]

5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6. COMPANY CLASSIFICATION

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



[TICK APPLICABLE BOX]

7. MUNICIPAL INFORMATION

Municipality or  
 Valid lease agreement  
 where business is situated .....

Registered Account Number .....

Stand Number .....

8. TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9. I/we the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions;
- iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the service user that the claims are correct;
- iv) If B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the service user may, in addition to any other remedy it may have –
  - a) disqualify the person from the bidding process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
  - d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ORION ORGANISATION for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

**OBD 7.1**



## CONTRACT FORM – RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SERVICE USER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCEFULL BIDDER AND THE SERVICE USER WOULD BE IN POSITION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number.....at the price(s) quoted. My offer(s) remain binding upon me and open for acceptance by the service user during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this document:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical specification(s);
    - Declaration of interest;
    - Declaration of bidder’s pat SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorized to sign this contract.

NAME (PPRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|   |
|---|
| <b>WITNESSES</b><br><br>1. ....<br><br>2. ....<br><br>DATE: ..... |
|---|

**OBD 7.1**

**CONTRACT FORM – RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE SERVICE USER)**

1. I, **GERRIT MATTHYSE** in my capacity as **CHIEF EXECUTIVE OFFICER**, accept your bid under reference number **O2021/06** date ..... for the supply of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payments for the services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD |
|----------|---------------------------------------|-------|-----------------|
|          |                                       |       |                 |

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

OBD 8

**WITNESSES**

1. ....

2. ....

DATE: .....

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**ORION ORGANISATION**

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 understood the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not be true and complete in every aspect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who;
  - a. Who has been requested to submit a bid in response to this bid invitation;
  - b. Could potentially submit a bid I response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. Provides the same services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. Prices;
  - b. Geographical area where product or service will be rendered (market allocation)
  - c. Methods, factors or formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a bid;
  - e. The submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. Bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the award 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 contract, bids that are suspicious will be reported to the Competition Commission for Investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of services, preferably of similar nature to the requirements in this bid and which the service provider has successfully provided is required for adjudication purposes.

Please list in full the employer’s name and the name of the contact person.

Failure to comply with either of these requirements may prejudice the service provider.

| <b>NAME OF ORGANISATION</b> | <b>NATURE O WORK</b> | <b>CONTACT PERSON&amp; NUMBER</b> | <b>PRICE</b> |
|-----------------------------|----------------------|-----------------------------------|--------------|
|                             |                      |                                   |              |
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|                             |                      |                                   |              |
|                             |                      |                                   |              |

Please insert pages in the same format if the space is insufficient.

BIDDER:..... DATE:.....

## ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **sign by the Bidder**.

| PAGE | CLAUSE OR ITEM |
|------|----------------|
|      |                |

BIDDER:..... DATE:.....