Agriculture &
Rural Development
Department:
Agriculture and Rural Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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CHIEF DIRECTORATE: FINANCIAL MANAGEMENT

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Ref: 7/1/2/5

INVITATION TO BID

13 DARD 029/2019: PROVISION OF 24 HOUR PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF TWO (2) YEARS

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).

3. Kindly receive attached the following bid documents:

3.1. Terms of reference
3.2. SBD 1- Invitation to Bid Form
3.3. SBD 3.3 – Pricing Schedule
3.4. SBD 4 - Declaration of Interest
3.5. SBD 6.1 - Preferential Points
3.6. SBD 8 – Declaration of Bidder's past Supply Chain Practices
3.7. SBD 9 – Certificate of independent determination
3.8. General conditions of contract (GCC)

4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope and be deposited in the bid box situated at the foyer of the main entrance of Agri-Center, opposite Convention Centre, Cnr. James Moroka and Stadium Road, Mmabatho before the closing date and time as follows:

Bid Number: **13 DARD 029/2019**
Closing Date: **19 February 2020**
Closing Time: **11h00**

5. Compulsory Briefing Session

A compulsory briefing session will be held on **10 February 2020 at 10h00** at **Dr Kenneth Kaunda District Offices, 114 Chris Hani Street, Potchefstroom.**

6. Closing Time

The closing time for submission of Bid Offers is: **19/02/2020 at 11h00 at** AgriCentre Building, Corner Dr James Moroka and Stadium Road, Mmabatho.

7. Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Department.

8. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.

9. A non-refundable fee of **R100.00** (Cash) is payable for this document. This fee must be paid at Office E135, First Floor, Agri-Centre Building, Cnr Stadium and James Moroka Dr, Mmabatho.

10. The non-refundable fee does not apply to service providers who can download tender from the E-Portal website www.etenders.gov.za/content/advertised-tenders or Departmental Website www.nwpg.gov.za/Agriculture under Tenders.

11. The Department of Agriculture and Rural Development **reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.**

12. For more information please contact the following:

Department : Department of Agriculture and Rural Development
Contact Person (SCM) : Mr. L.S. Mothibi - 018 389- 5053: smothibi@nwpg.gov.za
Contact Person (Security) : Mr J. Kgoele - 018 389- 5162: kgoelej@nwpg.gov.za

13. BID REQUIREMENTS

a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.

b) Bids will be valid for a period of 90 days.

c) All bid prices must be quotes in South African Currency and must be VAT inclusive.

d) All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised official.

14. BID REQUIREMENTS

a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time. The bidding box shall be locked at exactly 11:00. The closing time will be accordance with Telkom Time (1026)
b) Bids will be valid for a period of 90 days.
c) All bid prices must be quotes in South African Currency and must be VAT inclusive.
d) All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised official.
e) The successful bidder will be required to sign a written contract form (SBD 7).
f) The official forms as per paragraph 3 above and the bid terms of reference / specification must not be retyped. To ensure authenticity of the documents bidders must complete forms manually.

15. LEGAL REQUIREMENTS

15.1. The prospective bidders are required to provide the following mandatory documentation which will be used for the **phase 1 of the evaluation on Legal Requirements:**

- A copy of the company central supplier database (CSD) registration report. The tax status of the company must be tax compliant.
- Original Valid Tax Clearance Certificate or Letter from SARS that stipulates that Tax matters are in order / Form with SARS Pin.
- Certified copy of Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates must be issued by the following:
  - Bidders other than EME's and QSEs: Verification agencies accredited by SANAS or
  - Bidders who qualify as EMEs and QSEs: Sworn affidavits signed by EME or QSE representative and attested by a Commissioner of Oaths.
- For joint venture to be considered and points allocated accordingly, the following documents are required:
  - Agreement between the parties of the joint venture
  - Consolidated Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates.
  - Both parties must be registered on the Central Supplier Database with a tax compliance status
- Valid and certified copy of the company's Private Security Industry Regulatory Authority (PSIRA) registration certificate as Security Service Provider.
- Valid and certified copy of company owner(s) or management team's Private Security Industry Regulatory Authority (PSIRA) registration certificate(s).
- A valid and certified copy of letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA).
- A valid and certified copy of the Unemployment Insurance Fund (UIF) letter of compliance issued by the Department of Labour.

- General Conditions of the contract (Please initial each page)
- Copy of the employment contract
- Copy of a Payslip
- Certified copy of Basic Conditions of Employment Act (BCEA) compliance – (PSIRA Sectoral Determination)

NB: Period of Certified documents should not be older than 06 months

16. EVALUATION CRITERIA AND PROCESSES TO BE USED:

NWDARD has defined minimum standards or criteria (Threshold) that a bidder needs to meet in order to progress through the evaluation and selection process. The process consists of the following three phases:

16.1. Phase 1: Pre-Qualification - Evaluation on Legal requirements:

This entails initial screening of bid responses received at close of bid. During this phase bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all mandatory requirements listed in 15.1. above.

Note: Failure to submit the documents listed above will result in the disqualification of your bid.

Reasons for disqualification

16.1.1. The Department reserves the right to disqualify any bidder which does any one or more of the following:

16.1.1.1. Bidders who are not successfully registered on CSD (whose registration on CSD failed on the closing date and time of the bid);

16.1.1.2. Bidders who submitted incomplete information and documentation according to the requirements of this RFB;

16.1.1.3. Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;

16.1.1.4. Bidders who received information not available to other bidders through fraudulent means;

16.1.1.5. bidders who do not comply with mandatory / minimum requirements as stipulated in this RFB;

16.1.1.6. Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or

16.1.1.7. Bidders who are listed on the National Treasury's Database of restricted suppliers

16.1.1.8. Bidders who are employed by the State.

16.2. **Phase 2 – Technical / functional Requirements:**

16.2.1. Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on Technical Criteria. The bidders" proposals will be scored according to the technical scorecard below. This evaluation will be based on the responses using the criteria i.e. Understanding of the bid, Understanding of the brief, Proposal, experience of resources (key personnel) to be utilized, company track record and experience of the company. The threshold values set for the qualification of bid is 70/100 or **70%** for weight and all the bidders who score below this score will be eliminated.

16.2.2. **Criterion 1: References related to past Experience**

16.2.2.1. Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to the rendering of security services.

16.2.2.2. Bidders should provide copies of reference letters, on an official letterhead of the referee, in relation to the experience gained on projects relevant to the scope of work.

16.2.2.3. The following details should be included in the reference letter:

- Details of work that have been successfully completed (similar to Security Services scope of work).
- Was the work completed within the contractual timeframe?
- The Contract Amount and period
- Accessibility of service provider.
- General performance of the service provider on the project.

The letter should also include who the contact person is with all his/her details. Annexure A must be completed by the bidder as a summary of services completed.

16.2.3. **Criterion 2: Operational Functionality – Site Inspection**

The Security Provider must have an established and operational control room for communication, monitoring and recording of alarms, and available for inspection by DARD Officials. All the shortlisted service providers will be subjected to the site inspections and will be scored in terms of the paragraph 2 on the table below.

16.2.4. **Criterion 3: Local Presence**

16.2.4.1. The bidder must have an existing operational office in the North West Province. The bidder must provide of an existing and valid lease agreement, title deed or statement of business account from Local Municipality or official letterhead confirming the business operational office address. This office will be inspected by the NWDARD.

NO.	CRITERIA	MAXIMUM SCORE
1.	**1.1. PAST EXPERIENCE**	**20**
	1.1.1 More than five (5) completed similar projects in the past 10 years. Bidders must submit a letter of appointment or proof/certificate of work completion	20
	1.1.1. Three (3) completed similar projects in the past 10 years. Bidders must submit a letter of appointment or proof/certificate of work completion	10
	1.1.2. Less than three (3) completed similar projects in the past 10 years. Bidders must submit a letter of appointment or proof/certificate of work completion	5
	1.1.3. Non-submission	0
	1.2. **Types of Services Provided**	**16**
	1.2.1. Police clearance All Directors of the company must submit Police Clearance Certificate	4
	1.2.2. 24 Hour Response Team (Provide methodology)	4
	1.2.3. Services provided in the veld/farm environment (Provide Methodology)	4
	1.2.4. Maintenance and installation of alarms systems (Submit a reference letter indicating that similar work has been done before)	4
	1.3. **Value of Services Provided**	**4**
	1.3.1. The combined value of similar work previously done by the bidder in the past 05 years: R6 000 000 and above = 4 R4 000 000 to R5 999 999 = 3 R2 000 000 to R3 999 999 = 2 Less than R2 000 000 = 1	4
2.	**OPERATIONAL REQUIREMENTS** – SITE INSPECTION	**45**
	2.1. **Equipment for Security Officers**	**15**
	2.1.1. Security officers must be issued with equipment for night shift by company. This must include: Uniform, Torch (50m classification), Pepper spray / Taser / baton, hand cuffs, hand held radio, pocket book (minimum requirement). Provide a list of equipment owned by the company must be provided.	10

NO.	CRITERIA	MAXIMUM SCORE
	10 Points, if not 0 points.	
	2.1.2. Readily available spare batteries, to address a poor light or flat battery on a torch at any time during any shift. 5 points, if not 0 points.	5
	2.2. **Operational / Control Room – SITE INSPECTION**	**15**
	2.2.1. Control room and backup systems: electricity and alternative • Physical building, brick and mortar not a temporary structure. 2 points, if not 0 points. • Power supply: two sources of power supply, preferred supply (e.g. electricity) and an alternative ready for use. 2 points, if not 0 points.	4
	2.2.2. Personnel, the Control Room is manned 24 hours a day. 4 points, if not 0 points.	4
	2.2.3. Communication, i.e. Telephones, with alternative backup communication system dedicated as alternative and independent from the initial service. 4 points, if not 0 points	4
	2.2.4. Records: maintaining and capturing events/activities relating to: Alarms, checking on deployed staff, events relating to armed response deployment. (excluding the two-way radio system). 3 points, if not 0 points.	3
	2.3. **Armed Response**	**15**

NO.	CRITERIA	MAXIMUM SCORE
	2.3.1 Number of response vehicles (marked security vehicles). Number of vehicles: three or more. • 5 points, if not 0 points. 2.3.2 A vehicle suitable for boundary patrols (dirt roads, high ground clearance) (e.g. bakkie or 4x4 vehicle), not a small passenger vehicle / low ground clearance. • A suitable vehicle, 5 points, if not 0 points.	10
	2.3.3 All personnel in the response team must have fire arm competency certificate. The company must comply with the fire arm control act. Armed response Personal: valid Fire Arms certificates for business purposes and SAPS Competency. • All personnel in the Response Unit. 5 point, if not 0 points.	5
3	**Local Presence**	**15**
	3.1 NW-based Service Provider with presence in any of Districts in the Province	15
	3.2 Contractor located outside NW	0
	Maximum score for Functionality (Total Quality Score)	**100**

NB: Site Inspection will be conducted as part of the evaluation process. Bidder (s) shall be disqualified if found to have misrepresented information on the bid documents.

16.3. **Phase 3 - Preference Point System**

16.3.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

16.3.2. The following formula will be used to calculate the points for price:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

16.3.3. A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

S. KOIKANYANG (MS)
CHIEF FINANCIAL OFFICER

DATE: 2020/01/20

ANNEXURE A

Employer / Client	Nature of Work	Value of Work (Incl. VAT)	Start and completion date (Month and year) Duration
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:

SECURITY SERVICES SPECIFICATION

13 READ 029/2019: PROVISION OF 24 HOUR PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF TWO (2) YEARS

The purpose of this request for Bid (RFB) is an invitation to potential suppliers hereinafter referred to as "Bidders") to submit Bids for the Provision of Private Security Services to the Department of Agriculture and Rural Development for a period of (24 months) two years commencing from the date as agreed with the Department of Agriculture and Rural Development.

1. SECURITY SERVICE PROVIDER's OBLIGATION

Scope of service at the Department of Agriculture and Rural Development sites

1.1. The security service comprises but is not limited to the daily physical guarding, patrol and access and exit control of all identified DARD sites prescribed herein and as revised from time to time by the DARD and to effectively protect and secure the DARD's biological, movable and immovable assets, employees and premises, thereby reducing and minimising losses.

1.2. The scope also encompasses escorting of DARD employees, vehicles, response to alarms, ad hoc guarding and static guarding.

1.3. The successful security service provider shall be responsible for assisting the DARD Security Services Unit in ensuring that the DARD's security policies, measures and procedures are implemented and adhered to by all persons entering and exiting the DARD premises.

1.4. The number of security officers, their grading and duty hours per post may vary according to the site-specific requirements. The DARD shall reserve the right at their own discretion to change or terminate these requirements at any stage while the service level agreement (SLA) is in force.

1.5. The detailed security requirements and instructions shall be covered by the post specific job descriptions at the relevant sites. These may change during the term of the SLA to accommodate the DARD's operational and strategic requirements. Operational manpower requirements described in the post-specific job description shall be discussed and may only be amended and approved by the DARD Security

Services Unit. Under no circumstances shall the manpower requirements be increased or decreased without the appropriate written consent from the DARD Security Services Unit.

1.6. The Service Provider shall ensure that its security officers undergo retraining/ refresher training as may be required by the DARD and / or every six months in a particular year or at such interval required by the DARD.

1.7. The Service Provider shall ensure that security officers issued with firearms are fully trained in the usage of firearms and must have competency certificate thereof.

2. THE MINIMUM PHYSICAL SECURITY STANDARDS TO BE PROVIDED POST AWARD

2.1. The service provider and all security officers shall be registered with the Private Security Industry Regulatory Authority (PSIRA), Act No 56 of 2001 as required by the DARD, depending on the grading required per site. As proof thereof, a certified copy of registration must be attached with the bid. The security service provider is required to ensure that all PSIRA certification and registration documents are renewed within the required specified period of registration, e.g. letter of good standing, Departmental registration and individual certificates. All replacement security officers brought to the site must comply with the said requirements. Copies of the registration certificates in respect of all the Directors of the company and Security Officers allocated to the sites of the Department must be submitted once the contract is awarded to a successful bidder. This will be a clause in the SLA.

2.2. The security service provider shall ensure that all security officers, without exception, wear the appropriate contracted, branded clean uniforms while on duty. The uniform type shall be determined by the DARD Security Services Unit as per the site-specific instructions.

2.3. Each security officer shall be physically and mentally fit of performing all assigned duties. Security personnel must at all times present a professional attitude that implies that they shall not argue or behave discourteous towards clients The DARD

reserves the right to review all minimum requirements and give instructions for the removal of any personnel unable to perform their duties satisfactorily.

2.4. The service provider must ensure that Security officers are issued with at least the following standard equipment: Baton stick, handcuffs, pocket book for recording incidents, security torch, Two – Way Radio or any other means of communication and nametags. This equipment shall be on each site as per the site information provided, per shift for the duration of the contract. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985 as well as the Trespass Act, 1959 (Act No. 6 of 1959) as amended

2.5. Hours of duty: All security officers shall report for work on time for the shift, as designated per site instructions. Security Officers shall report on duty at least 15 minutes before the shift starting times to ensure proper shift rotation.

2.6. No security officer shall be allowed to work more than 12 continuous hours without sufficient rest to ensure that he/she stays alert and is able to perform the required security duties to the DARD's satisfaction. Each security officer must at all times be identifiable by means of an issued PSIRA and Departmental identification card.

2.7. The duty hours are indicated on the site information spreadsheet. The DARD reserves the right to change the duty hours to suit its operational requirements. Changes to duty hours shall be conveyed to the security service provider within 24 hours prior to the change being implemented.

2.8. Security officers shall not leave/desert their posts without being properly relieved by another security officer. It is the service provider's responsibility to provide continuous, quality and uninterrupted security service to the DARD. The service provider must have an electronic clocking system in place to monitor the movement and patrols conducted by the security officers at the sites. The service provider must submit on a monthly basis reports per site with regard to the

monitoring of the movement of security officers and security vehicles to the Department of Agriculture and Rural Development.

2.9. The security service provider shall indicate what procedures shall be used to ensure and confirm that all security officers have arrived at their posts on time and are neat and properly dressed, with the correct functional equipment – posted and self-posted.

2.10. The security service provider shall have sufficient and in good conditions vehicles at its disposal to render the required services to the DARD, as indicated on the site information spreadsheet per district, to service these sites. All the vehicles shall be licensed, which licences shall be up to date and such vehicles shall be in a roadworthy condition. Vehicles must be branded accordingly.

2.11. The bidder must have an existing operational office in North West Province. The bidder must provide proof of an existing and valid lease agreement, title deed and statement of business account or official letterhead confirming the business operational office address. This existing operational office will be inspected by the DARD.

2.12. The security service provider shall have the following items in the control room. The items listed from paragraph 3.12.1 to 3.12.6 must be fully functional.

2.12.1. Two-way radio communication with a base station or any other means of communication

2.12.2. Telephone communication

2.12.3. Cell phone communication (official Departmental cell phone and must be able to make and receive calls from the cell phone at all times for the duration of the contract and it must have WhatsApp and camera functions)

2.12.4. Uninterrupted power supply/generator for the control room operations

2.12.5. Valid SABS approved fire extinguishers must be available in the control room

2.12.6. The control room must be operational for 24 hours per day and 7 days per week

2.12.7. Emergency lighting/torches for the control room operations

2.12.8. Emergency contact numbers must clearly be displayed in the control room

2.12.9. Contingency plan for the control room

2.13. The security service provider shall comply with the following legislations:

2.13.1. PSIRA Act 2001 (Act No. 56 of 2001)

2.13.2. Firearms Control Act, 2000 (Act No. 60 of 2000), as amended.

2.13.3. Control of Access to Public Premises and Vehicle Act, (Act No. 53 of 1985

2.13.4. Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)

2.13.5. Criminal Procedure Act, 200 (Act 51 of 1977)

2.13.6. Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

2.13.7. Animal Protection Act, 1962 (Act No. 71 of 1962)

2.13.8. Veterinary and Para-veterinary Professions Act, 1982 (Act No. 19 of 1982)

2.13.9. Perishable Products Export Control Act, 1983(Act No. 9 of 1983)

2.13.10. Agricultural Pests Act, 1983 (Act No. 36 of 1983)

2.13.11. Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983)

2.13.12. National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998)

2.13.13. Meat Safety Act, 2000 (Act No. 40 of 2000)

2.13.14. Labour Relations Act, 1995 (Act No. 66 of 1995)

2.13.15. Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)

2.13.16. Animal Identification Act, 2002 (Act No. 6 of 2002)

2.13.17. Minimum information Security Standards

2.13.18. Minimum Physical Security Standards

2.13.19. Protection of Information Act,1982 (Act No 84 of 1982)

3.14 The security service provider must be able to pay the security officers on time and be able to sustain their operations for a minimum of two months and deliver the standard of service delivery to the DARD. The service provider must ensure that salaries of security staff allocated to DARD are paid on time to prevent possible security breaches on the premises of the department as a result of late payment. Failure of the service provider to pay Security Officers timeously may result in the

termination of the contract. The service provider must pay Security Officers at least the minimum monthly basic wage per security grade as determined by the Private Security Industry Regulatory Authority tariffs.

3. OPERATIONAL OFFICE

3.1. The bidder's operational office shall be current and fully operational and be able to render the service as required in the North West Province.

3.2. This office shall remain operational for the duration of the contract between the DARD and the bidder. Any changes to the physical address of the operational office must be communicated in writing with the DARD. The DARD reserves the right to visit the operational office at any given time without notice.

4. GENERIC PHYSICAL GUARDING SECURITY REQUIREMENTS

4.1. Standard operating procedures compliance

All security-related functions shall be conducted by the security service provider in accordance with the DARD's Security policy and other security-related procedures and as per the approved post security job description. All Security Officers deployed at the duty points/sites of the Department are responsible for amongst others;

4.1.1 To act as an authorised official in terms of the Control of Access to Public
Premises and Vehicles Act (Act 53 of 1985)

4.1.2 To perform access control duties as prescribed, patrol premises, safeguarding of

4.1.3 personnel, property and information and to execute functions as required by the Security Services Unit

4.1.4 To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and service provider.

4.1.5 The protection of state property at the sites against theft, fire and vandalism.

4.1.6 The protection of the State officials against any injuries, threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977)

4.1.7 The protection of State information against any espionage and leakage to the wrong hands

4.1.8 Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.

4.1.9 Conducting searches on staff members, members of the public and, if necessary, restraining them.

4.1.10 Patrolling the premises and the offices of the Department of Agriculture and Rural Development

4.1.11 Reacting to emergency situations and acting as an emergency officer during emergency situations until the arrival of Emergency role players

4.1.12 Ensuring that security registers are up to date and kept legible and neat at all times

4.1.13 Escorting employees or visitors where necessary

4.1.14 Avoiding any conflicts with the staff members or members of the public

4.1.15 Reporting any lost and found articles and goods to the shift supervisor

4.2. Access control - pedestrian

4.2.1. All employees entering the DARD's premises shall have a DARD identity access card (ID card). The security officer shall verify all persons entering the DARD premises. He/she shall ensure that all the DARD employees and visitors have proper identification badges belonging to them prior to allowing access. The security service provider is responsible for ensuring that this requirement is adhered to at all entry and exit points. Where a DARD employee continuously fails to adhere to this policy, the security officer shall escalate the matter to the relevant security manager and programme manager/s.

4.2.2. The security officers shall, with the consent of the employee/person, search all luggage/bags, etc. of all persons leaving access control point.

4.2.3. Technical access control systems such as turnstiles tag readers, security vehicle booms, etc. supported by physical security officers shall be

monitored to limit access to authorised personnel with visibly displayed ID cards. The security officer shall physically and in person inspect the ID card used by the employee entering to ensure that they are in fact the authorised ID cardholders.

4.2.4. Any employee without an ID card shall be treated as a visitor.

4.2.5. The security officer shall first register all visits to the DARD and, where possible, telephonically contact the employee to be visited. Where there is a reception desk, the visitor shall be directed to the receptionist where a visitor's slip will be issued. Where there is no receptionist, the security officer shall issue a visitor's slip/card and record the particulars in the visitor register. The visitor shall not be allowed to gain access to the office space until he/she is collected at the security point by the host being visited.

4.2.6. After the visit, the signed visitor's slip and/or visitor access card shall be collected at the original point of entry or reception/security checkpoint by the security officer prior to the visitor being allowed to exit the premises. The security officer shall inform his/her supervisor of any missing visitor's slip/card at the end of each shift. It is therefore required that a reconciliation be done at the end of each shift to determine whether all issued visitors slips/cards have been returned.

4.2.7. If an employee has forgotten his/her ID card or lost it, a visitor's slip/temporary access card shall be issued to the employee. The said employee shall sign the register.

4.2.8. Employees without authorised ID cards to a specific site shall be treated as visitors and their details recorded in the visitors' register. These employees do not require escorting. The same applies to the employees working at other DARD sites.

4.2.9. DARD sites with technical access control systems shall be checked by the security officer upon commencement of each shift to ensure the proper functioning thereof. This function remains the day-to-day responsibility of the site supervisor.

4.3. Access control – vehicle

4.3.1. The security officer shall monitor and control the entry and exit of all vehicles to and from the DARD premises. Departmental and employee vehicles shall have valid parking discs clearly displayed on the vehicle windscreen where applicable. At certain premises the requirement may also dictate that all vehicles entering and exiting the premises shall have their details recorded in the vehicle register.

4.3.2. All vehicles leaving the DARD premises shall be searched prior to being allowed to exit the premises.

4.3.3. Where applicable, instructions shall be given to the security officer to request the visitor to stop and start the vehicle engine to ensure that the vehicle key ignition switch has not been tampered with and to avert the theft of a vehicle.

4.3.4. Premises with technical access control systems at the vehicle entrances and exits shall be checked by the security officer taking over duty upon commencement of each shift to ensure proper functioning of the system. Any malfunctions shall be recorded in the Occurrence Book and be reported to the Security Services Unit.

4.4. Access control after hours, weekends and public holidays

4.4.1. All employees wanting access afterhours or on weekends and public holidays are required to record all relevant information in the After Hours Register. This includes all pedestrian and vehicle access. The security officer shall personally complete all the details in the After Hours Register and ensure that all information is legible and accurate. All persons inside the vehicle and accompanying the employee shall be recorded in the register. Any attempts to gain unauthorised access shall be recorded in the Occurrence Book and access shall be denied.

4.4.2. No visitor shall be allowed to enter the premises after hours unless accompanied by an employee.

4.5. Unauthorised access

4.5.1. All attempts to gain unauthorised access must immediately be reported to the Security Services Unit.

4.6. Searching of persons and vehicles

4.6.1. The searching of vehicles, bags, box, etc. leaving the DARD premises is the responsibility of the security officer on duty and shall be done in accordance with the DARD security policy and procedure.

4.6.2. Search of persons: A private person (including the security officer) does not have the right to body search a person. However, the security officer shall confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.

4.6.3. 'Confiscate' means taking from the person and does not include physical body searching the person or their clothing. Any article confiscated shall be handed over to the Security Services Unit immediately and, where needed, to the South African Police Service (SAPS) without any delay.

4.7. Patrols

4.7.1. The Security Services Unit shall determine whether the security officer is required to perform patrol functions at the DARD premises. The number of patrol points shall be determined by the Security Services Unit.

4.7.2. Patrols shall be conducted on foot, unless specified differently.

4.7.3. The service provider must have a guard monitoring system to ensure that the site is patrolled/ inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly. The guard monitoring points must be visited at least once per hour per day. Proof of the visits must be kept as evidence.

4.7.4. Detailed electronic recordings and physical records shall be kept, maintained and be produced and provided to the Security Services Unit upon request. This information must be treated as confidential and all applicable legislative requirements shall be adhered to.

4.8. Static guards unarmed and armed guards (ad hoc)

4.8.1. Security officers shall be unarmed unless stated otherwise. The exception to the rule shall be to provide an armed guard. The Security Services Unit shall approve/reject a request for an armed guard after having reviewed the motivated request.

4.8.2. All security officers posted and performing official guarding duties shall be proficient in the handling of a firearm in accordance with the Firearm Control Act, 2000 (Act No. 60 of 2000).

4.8.3. These services must be provided within 12 hours upon receiving the request from the DARD.

4.9. Extraction and escort service s (ad-hoc)

4.9.1. These escort services shall be provided as and when needed.

4.9.2. The security officers performing extraction and escorting duties shall be unarmed but must comply with the current Firearm Control Act, 2000 (Act No. 60 of 2000).

4.9.3. This service shall be for a required duration of the ad-hoc or otherwise stated.

4.9.4. These services shall require but are not limited to the following: Unarmed security officers (2) to travel in their own company vehicle and provide security and protection to the DARD employee/team.

4.9.5. The security officer shall be required to meet the DARD employees at a DARD site or predetermined place; escort and protect the DARD employee for the required period and then return to where they first met or an alternative drop-off point.

4.9.6. The security officer and the security service provider's vehicle shall have communication with its control room at all times.

4.10. Vehicle contingency plan

4.10.1. The security service provider shall have contingency plans in place to react immediately to any emergency request.

4.10.1.1. Vehicle breakdowns

4.10.1.2. Vehicle accidents

4.11. Removal of assets (DARD and private assets)

4.11.1. The removal of Departmental assets and bringing of private property onto the DARD premises shall be in accordance with the DARD's Asset Management and Security Policies and all other related policies and procedure documents.

4.11.2. Copies of the private asset register and the removal permit register shall be at the Security Entry points should a person wish to bring private assets onto the premises.

4.12. Security registers

4.12.1. The DARD Security Services Unit shall decide what security registers are required at each security post. In general, the following security registers will be required: Occurrence Book, Pocket book, Staff after Hours Register, Removal Permit register, Visitors' Register, access control - vehicle & pedestrian, Government vehicle (GG) register, firearm register and a key register. The security register requirements are not limited to the aforementioned list.

4.13. Communication and security equipment

4.13.1. Communication and associated security equipment to be provided by the security service provider as prescribed by the DARD.

4.13.2. The Site Manager or supervisor must immediately report any abnormal and or noteworthy incident to the Security Services Unit of the Department.

4.13.3. Meetings between the representatives of the department and the service provider must be held at least once a month. The minutes of the meeting to be filed.

4.13.4. The service provider shall furnish a monthly and quarterly report of the security service, incidents, breaches etc. which transpired in the previous month to the Security Services Unit of the DARD

4.14. Key control and parcels

4.14.1. Under no circumstances shall a security officer accept any keys or parcels after hours or on weekends unless prior arrangements were made and approval was given by the Security Services Unit.

4.14.2. No documentation or any other deliveries must be received or accepted by the security officer of the Contractor. In these cases a representative of the Department must be informed to ensure collection of delivery of documentation and/or goods or services.

4.15. Contingency plans

4.15.1. The security service provider must ensure that there are Contingency Plans in place to ensure uninterrupted security service to the Department. The following Contingency Plans to cover the following scenarios:

4.15.1.1. A strike by the security service provider's security personnel

4.15.1.2. A strike by the security industry

4.15.1.3. Civilian disorder and labour unrest

4.15.1.4. Provision of extra security officers to assist the DARD in the event of permanent and ad hoc security-related operations.

4.16. Shift relief/hand over procedures

4.16.1. The DARD reserves the right to change these procedures in writing in consultation with the service provider to constitute its operational and strategic requirements.

4.17. Where and what security services would be required

4.17.1. The following security and protection services will be as and when required but not limited to DARD personnel protection, control room services, VIP Protection/CPO duties, armed and unarmed response, extraction, static guarding and security escort services.

4.18. Vetting: Criminal and Credit record checks

4.18.1. The Security Company, its Directors and staff shall be subjected to security screening. Each security officer who will be appointed to perform security duties at the DARD office shall be physically fit of performing all security assigned duties at the DARD with no adverse results.

4.18.2. In cases where a negative screening result is submitted by the State Security Agency of the Security Company and/or its Directors, it will result in the termination of the contract. In cases where a negative

screening result is submitted by the State Security Agency of the Staff, the individual must be replaced with a suitable cleared employee.

4.18.3. The DARD will request the registration certificate of each security officer stationed at their premises within three (3) months of the inception of the contract and will thereafter request such certificates every twenty-four (24) months in line with the Private Security Industry Regulation Act, 2001 (PSIRA) for the duration of the contract. The cost shall be for the security service provider's own account and not the DARD. The DARD reserves the right to review all minimum requirements in terms of PSIRA and will request the removal of any security officer who is unable to produce a valid registration certificate or shoes certificate has expired.

4.19 All security personnel as well as all personnel and management involved with the security services of the Department of Agriculture and Rural Development shall at the commencement of this agreement sign an "**Oath of Secrecy**" declaration and submit the declaration form to the Security Services Unit of the Department. The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the state activities may be furnished to the public or media by the service provider or any of his/her employees.

5.19 LIABILITY AND CLAIMS

5.19.1 The successful bidder must, at its own expense, take out sufficient insurance cover (Value to be determined by DARD) against any claims, costs, loss and/or damage emanating from his/her obligations and he/she must ensure that such insurance remains operative for the duration of this agreement. As soon as the order is issued to the service provider, a certified copy of an insurance must be submitted before commencement to the Department and failure to submit will result in the termination of the contract

5.19.2 The service provider shall be held liable for any damages or loss suffered by DARD, as a result of the service provider's own or his employees' negligence or intent, which originated on the site.

5.19.3 DARD shall not be liable for any loss or damage of any nature to any of the service provider's properties or any items kept at the DARD sites, even in cases where the loss originated as a result of negligence or intent on the part of the State.

5.19.4 DARD is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the service provider, and which arise from or are the result of any act or omission by the service provider or an employee or agent of the service provider in connection with the execution of the services in terms of this contract which may result in loss of life or injuries which may be sustained by the security personnel during the execution of their duties, damages to or destruction of any equipment or property of the service provider during the execution of their duties.

NB: The contract is valid for a period of two years from the commencement date and the Department reserves the right to terminate the contract at any time with immediate effect if the Security Services Unit is not satisfied with the services rendered by the service provider. This will be done in line with the policies and directives of the Department of Agriculture and Rural Development

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (DARD)

BID NUMBER: 13 READ 029/2019

DESCRIPTION: PROVISION OF 24 HOUR PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF TWO (2) YEARS

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

BID DOCUMENTS MAY BE DELIVERED AT:

SUPPLY CHAIN MANAGEMENT OFFICE,
DEPARTMENT OF RURAL, ENVIRONMENT AND RURAL DEVELOPMENT
AGRI-CENTRE BUILDING,
MMABATHO
Bidders should ensure that bids are delivered **timeously** to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
……
POSTAL ADDRESS
……
STREET ADDRESS
……
TELEPHONE NUMBER
CODE……NUMBER……
CELL PHONE NUMBER
……
FACSIMILE NUMBER CODE
…… .NUMBER……
VAT REGISTRATION NUMBER
……
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

1. AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) …… □
2. A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR ……□
3. A REGISTERED AUDITOR ……□

[TICK APPLICABLE BOX]
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER
……

DATE……

CAPACITY UNDER WHICH THIS BID IS SIGNED ……..

TOTAL NUMBER OF ITEMS OFFERED ……..

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:	Department of Agriculture and Rural Development
Contact Person:	Mr. S. Mothibi
Tel:	018 389-5053
Fax:	018 389-5994
E-mail address:	smothibi@nwpg.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:	Mr. J. Kgoele
Tel:	018 389 5162
Fax:	**086 625 0509**
E-mail address:	kgoelej@nwpg.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ..... BID NO.: **13 DARD 029/2019** CLOSING TIME **11:00**

ON **19 February 2020**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

GRADE C SECURITY OFFICERS

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
BASIC SALARY	Basic salary as per sectoral det. 6	R
HOURLY RATE	Hourly rate as per sectoral det. 6	R
Ordinary time: (i) Primary Sec. Officer	4 shifts per week (48 hours)	R
(ii) Relief Security Officer	2 shifts per week (24 hours)	R
• Sunday Premium	4,333 weeks p/m @ 1.5	R
• Public Holiday Premium	1 shift per month @ X2	R
• Leave Provision	21 Consecutive days leave	R
• Sick Pay	1 shift p/m	R
• Study Leave	6 days per annum	R
• Family Responsibility Leave	5 days per annum	R
• Night shift allowance	R6 per night shift worked	R
• Provident Fund	7.5% of Fund salary	R
• Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
• UIF	1% of remuneration	R
• COID/WCA	4.07% of remuneration	R
• Uniform	1500 p.p.p.a (Rands)	R
• Training	1% of remuneration (SDL)	R
• Cleaning Allowance	R30.00 per month	R
TOTAL DIRECT COST		**R**

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
OVERHEADS :	40% of direct costs (Economy of scale rule applies)	R
TOTAL COST PER MONTH		R
PROFIT PER SECURITY OFFICER		**R**
VAT @ 15%		**R**
TOTAL PER SECURITY OFFICER (GRADE C) PER MONTH		**R**
TOTAL FOR 24 GRADE C SECURITY OFFICERS PER MONTH	1	**R**
24 HOURS GRADE C, ARMED SECURITY OFFICER WITH PATROL VEHICLE x 2 PER MONTH	2	
TOTAL BID PRICE FOR 24 MONTHS	1+2	

Please note:

- Annual Increases for security officers will take place in line with Private Security Industry Regulatory Authority.
- Only Remuneration of officers will be increased at PSIRA rate.
- Overheads and additional costs will be increased annually according to the latest available CPI rate.
- The Department reserves the right to check and verify the accuracy of salaries of security officers.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

1.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:
.....

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

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
.....

Name of state institution at which you or the person connected to the bidder is employed :
.....

Position occupied in the state institution:
.....

Any other particulars:

.....

[1]"State" means –

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

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

2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES / NO**
2.7.2.1	If yes, did you attached 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**
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	**YES / NO**
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**
2.9.1.	If so, furnish particulars.	
2.10	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 state who may be involved with the evaluation and or adjudication of this bid?	**YES/NO**
2.10.1.	If so, furnish particulars.	
2.11	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 bidding for this contract?	**YES/NO**

2.11.1 If so, furnish particulars:

.....

.....

FULL DETAILS OF DIRECTORS/ TRUSTEES/ MEMBERS/ SHAREHOLDERS.

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER/PERSAL NUMBER

3. DECLARATION

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

....
SIGNATURE **DATE**

....
POSITION **NAME OF BIDDER**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 80/20 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or

b) Either the 80/20 or 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **80/20**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2018:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:.....

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

i) The information furnished is true and correct;

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

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

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

(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 favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **egister for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

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

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process, or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of

components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: a) the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b) if the Supplier fails to perform any other obligation(s) under the contract; or

c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such

notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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