



DEPARTMENT OF EDUCATION

DEPARTEMENT VAN ONDERWYS

LEFAPHA LA THUTO

ISEBE LEZEMFUNDO

156 Barkly Road
Homestead
KIMBERLEY 8301

IK Nkoane Education House
Private Bag X5029
KIMBERLEY 8300
Republic of South Africa

Tel. (053) 8396500
Fax (053) 8396643

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENT OF THE DEPARTMENT OF EDUCATION: NORTHERN CAPE PROVINCIAL GOVERNMENT

OPEN BID: NC/DE/006/2023-2024

CLOSING DATE: 05 APRIL 2024

CLOSING TIME: 11:00 AM

VALIDITY PERIOD: 120 DAYS

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT NODAL POINTS AND DURING ESCORTING OF EXAMINATION PAPERS FOR A PERIOD OF 36 MONTHS FOR NORTHERN CAPE DEPARTMENT OF EDUCATION

The successful service provider will be required to fill in and sign a written Contract Form (NCP 7)

DOCUMENTS MAY BE POSTED OR DEPOSITED IN THE BID BOX AS FOLLOWS:

**SUPPLY CHAIN MANAGER
NORTHERN CAPE DEPARTMENT OF EDUCATION
IK NKOANE EDUCATION HOUSE
156 BARKLY ROAD
HOMESTEAD
KIMBERLEY
8301**

OR

IN THE BID BOX SITUATED AT THE ENTRANCE AT THE SECURITY OFFICE (IK NKOANE EDUCATION HOUSE), CORNER BARKLY ROAD AND ST PAULS ROAD.

Bid documents, which are too bulky to be placed in the bid box, may be delivered at SCM Block A, 1st Floor, Room 41, Education Building (IK Nkoane Education House) Kimberley.

Bidders should ensure that their documents are delivered timeously to the correct address. If the document is late, it will not be accepted for consideration at all.

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

ALL SECURITY GUARDS (ARMED AND UNARMED) MUST BE AT LEAST GRADE C PSIRA REGISTERED

**ALL DOCUMENTS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
SERVICE PROVIDERS ARE NOT ALLOWED TO USE CORRECTION FLUID IN THE DOCUMENT**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
NO FACSIMILE OR E-MAILED BID DOCUMENTS WILL BE ACCEPTED**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NORTHERN CAPE DEPARTMENT OF EDUCATION)					
BID NUMBER:	NC/DE/006/2023-2024	CLOSING DATE:	05 APRIL 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT NODAL POINTS AND DURING ESCORTING OF EXAMINATION PAPERS FOR A PERIOD OF 24 MONTHS FOR NORTHERN CAPE DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IK NKOANE EDUCATION HOUSE, CORNER BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE SECURITY OFFICE.					
FOR DOCUMENTS THAT ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1 st FLOOR, ROOM 41					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS P. CHOCHÉ / MR P. DLADLA		CONTACT PERSON		
TELEPHONE NUMBER	053 839 6571		TELEPHONE NUMBER		
FACSIMILE NUMBER	053 839 6576		FACSIMILE NUMBER		
E-MAIL ADDRESS	poppiechoche@ncdoe.gov.za / horatiusdladla@ncdoe.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



 MR S.B. SEKHOACHA
 CHIEF FINANCIAL OFFICER

CHECKLIST

NB: TO BE COMPLETED BY BIDDER

DOCUMENTS REQUIRED	FULLY COMPLETED / ATTACHED
1. SBDs (1, 3.1, 4, 6.1)	
2. Detailed pricing schedule	
3. Tax compliance status (tax clearance)	
4. CSD registration report	
5. Company's registration, CK for companies	
6. Proof of physical operations of business for specific goals (Municipal bill {not older than three months}, valid lease agreement or any other FICA allowed proof of address)	
7. Company PSIRA registration	
8. Owners/shareholders Grade A PSIRA registration	
9. Supervisors at least Grade B PSIRA registration	
10. At least Grade C PSIRA registration for armed and unarmed guards	
11. All other relevant documents as per the special conditions of contract	
FUNCTIONALITY DOCUMENTS REQUIRED	FULLY COMPLETED / ATTACHED
1. Reference letters	
2. Qualifications of security guards	
3. Operational plan	
4. Transport capacity	

I/we declare that all the required information furnished is true and correct.

Name of Bidder

Signature of Bidder

Date

IMPORTANT NOTICE

NOTE 1



**PLEASE NOTE THAT THIS BID CLOSING AT
THE OFFICE OF NORTHERN CAPE
DEPARTMENT OF EDUCATION, CORNER
OF ST PAULS AND BARKLY ROAD,
KIMBERLEY**

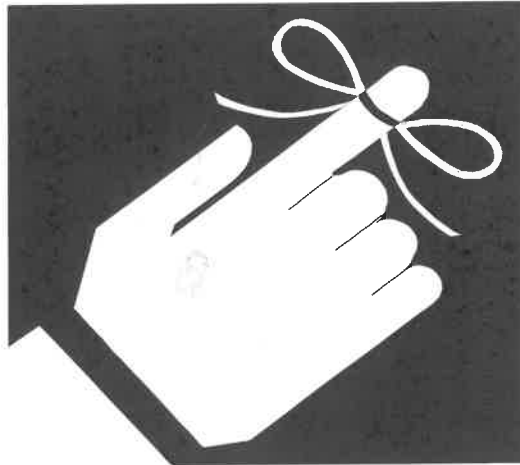
TAKE NOTE - BIDDERS WHO WISH TO
MAKE USE OF SPEED SERVICES MUST
MARK DELIVERY "TO COUNTER" AND NOT
"TO PRIVATE BAG/BOX" ON THE STICKER.
BIDDERS MUST ALSO CONTACT THE
OFFICE, STATING THEIR TRACKING
NUMBER OF THE BID DOCUMENT.

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE
ELSE WILL BE REGARED AND TREATED AS
LATE BID**

IMPORTANT NOTICE

NOTE 2



**PLEASE NOTE THE FOLLOWING:
WITH REFERENCE TO THE ATTACHED
NCP 4:**

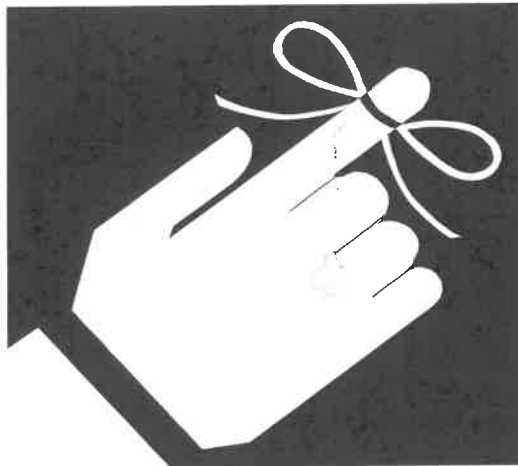
**SHOULD YOU BE INVOLVED IN A JOINT
VENTURE, BOTH PARTIES MUST FULLY
DECLARE INTEREST. PLEASE ENSURE
THAT YOU ARE AWARE OF ALL
INTERESTED PERSONS WHO SHOULD
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF
TRANSPARENCY AND THE TIMEOUS
CONCLUSION OF BIDS**

**BIDDERS ARE FURTHER REQUIRED TO ATTACH THEIR COMPANY'S
CIPC CERTIFICATE AS WELL AS CERTIFIED COPIES OF THEIR
DIRECTORS IDENTITY DOCUMENTS**

IMPORTANT NOTICE

NOTE 3



THERE WILL BE NO BRIEFING SESSION

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number NC/DE/006/2023-2024
Closing Time 11:00	Closing date 05 APRIL 2024

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: **Northern Cape Department of Education**
- At: **Nodal points & escorting of examination papers**
.....
- Brand and model
.....
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis
- **Contract period: 36 months**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest acceptable tender will be used once tenders are received.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEM

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
The promotion of enterprises located in the Northern Cape Province for work to be done in the Province.	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Any one of the following valid documents reflecting your name and physical residential address will be sufficient as proof of residence:

- Utility bill, e.g. municipal water and lights account or property managing agent statement
- Bank statement
- Municipal councillor's letter
- Tax certificate
- Recent active lease or rental agreement
- Municipal rates and taxes invoice not older than 3 months
- Account statement from a NCR (National Credit Regulator) registered service provider (NCR number must be visible/recorded on the document)
- Security service providers registered with PSIRA (Private Security Industry Regulatory Authority), e.g. Chubb, ADT (PSIRA number must be visible/ recorded on the document)
- Telephone or cellular telephone statement
- Official SARS document (not eFiling documentation)
- Valid television license renewal letter
- Television license renewal/confirmation letter
- Subscription TV, e.g. MultiChoice statement
- Home loan statement
- Long/short term insurance policy documents from a Financial Services Provider (FSB number must be visible/recorded on the document)
- Motor vehicle registration/license documents
- Body corporate/governing body letter or statement
- Official employer letter for employees residing on company/ institution premises
- Official university/technicon/college or tertiary institution registration letter
- Affidavit to confirm address (only applicable to individuals please see link below with an example of the affidavit)
- Posted traffic fine from a Metro police department (E-toll statements are not accepted)
- Medical aid statement or policy document (policy number must be visible on the document)
- Letter from municipality confirming residential address or business address (for business clients)
- Tribal authority letter confirming residential address or business address (for business clients)
- Signed letter from an independent auditor/accountant on their company letterhead confirming physical/trading/operational address for the business (for business clients).

SPECIAL CONDITIONS OF CONTRACT: EXAMINATIONS AND ASSESSMENT SITES AND ESCORTS

1. Purpose

- 1.1 This bid document sets out the Northern Cape Department of Education's (NCDoE) requirements for contracting a service provider for the provision of physical security/guarding services to Examinations and Assessment security sites and for the escorting of delivery vehicles. Bidders must familiarize themselves with the needs and specifications required for each site.
- 1.2 This service must ensure a safe and secure environment for the NCDoE's staff, visitors/guests, the escorting of delivery vehicles, management of access and exit control at the NCDoE site(s) and to effectively protect and secure NCDoE assets.

2. Scope of Work

- 2.1 The appointed security service provider shall employ every lawful means to prevent loss of life, property, equipment, etc. through damage, theft, explosion, fire, sabotage, espionage and other occurrences. The following security services are to be provided:

- **Access control:**
Access control shall include but are not be limited to monitoring entering and exiting of vehicles, employees/pedestrians into NCDoE premises utilised for Examinations and Assessment inclusive of unauthorized removal of NCDoE assets and property and opening and locking of entrances in line with the NCDoE's requirements and/or policy.
- **Patrolling duties:**
Patrolling duties shall include but not be limited to the physical patrolling of NCDoE premises utilised by Examinations and Assessment. Any incidents and/or deviations should be reported and are to be recorded in the occurrence book. The successful company shall make use of the electronic mag - touch system (guard patrol) - to ensure that patrols are carried out, the system must have reports that cannot be tampered with.
- **Guarding duties:**
Guarding duties shall include but not be limited to physical guarding of NCDoE premises, assets and properties, and assets of visitors, e.g. cars utilized by Examinations and Assessment.
- **Emergency Assistance:**
The service provider should provide additional security guards during emergency situations on request of the department.
- **Key Control:**
The service shall include, but not be limited to, safekeeping of keys and remote controls issued by the service provider.
- **Armed escorts:**
The service shall include, but not be limited to, escorting examination delivery vehicles.
- **Communication:**

The service provider must supply an immediate communication channel between the different duty points and control on the site, as well as between control on the site and control at the bidder's headquarters or regional offices through a radio communication system and cellular phones. The service provider must at all times provide hand-carried radios in a good working condition. A helpline which includes a cell phone and landline should also be included in the service.

- **Registers and document management:**
The service provider must keep the occurrence book up to date and handle any unauthorised situations as per procedure and issue the necessary documentation.
- **Couriered packages:** The receipt or dispatch of courier packages, must be recorded.
- **Incidents Management:**
The service provider must conduct investigations within one (1) day and submit a report within three (3) days of an occurrence. This includes investigations of theft/loss/damages.
- **Occurrence books:**
Every completed/full occurrence book will remain the property of the NCDoE.
- **Legal searches:**
Routine legal searches shall be conducted on anyone wishing to gain entry or egress to the NCDoE premises utilised by Examinations and Assessment.
- **Compliance:** PSIRA identification cards, firearm competency certificates (where applicable) and firearm permits (where applicable) must be carried whilst on duty. All approved security related legislation, codes of conduct and procedures must be complied with.

3. **Applicable Documents: Acts and Regulations**

- The Constitution of the Republic of South Africa, 1996 (Act No. 106 of 1996)
- Protection of Information Act, 1982 (Act No. 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- Criminal Procedure Act, 1977 (Act No. 51 of 1977)
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Criminal Procedures Act, 1997, (Act No. 51 of 1977), as amended
- Private Security Industry Regulations Act, 2001 (Act No. 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, 1985 (Act No. 53 of 1985)
- Trespass Act, 1959 (Act No. 6 of 1959)
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- Labour Relations Act, 1995 (Act No. 66 Of 1995)
- Employment Equity Act, 1998 (Act No. 55 of 1998)
- Fire-arms Control Act, 2000 (Act No. 60 of 2000) and regulations
- Any other relevant Legislation

Note: Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice until further notice.

4. **Hours of Service**

- 4.1 Security guards will be allocated per site as indicated on annexure A, and B as required per shift and deliveries.
- 4.2 Security guards will be required 7 days a week, day and night including on public holidays.
- 4.3 The service provider shall ensure that security officers are always on duty and that the delivery vehicles and sites are guarded.
- 4.4 The service provider shall ensure that all guards are provided with transport to and from work.

5. Management

- 5.1 The service provider must ensure that security personnel have relevant training and qualifications as per PSIRA grading requirements and registration cards shall be displayed at all times whilst on the NCDDoE premises;
- 5.2 The service provider must supply Examinations and Assessment with profiles of all staff that will be utilised;
- 5.3 The service provider must ensure that regular meetings with the Examinations and Assessment Chief Directorate and when applicable Supply Chain Management, when applicable, are conducted and all reports to be submitted timeously.
- 5.4 Complaints raised by the NCDDoE to be addressed within 12 hours or as agreed;
- 5.5 The service provider must ensure that all incidents are accurately recorded in the Occurrence Book;
- 5.6 The service provider must ensure that their field supervisors visit the NCDDoE sites once a week (Work Methodology);
- 5.7 The management of the security service provider must ensure that all security personnel comply with the Fire Arm Control Act of 2000;
- 5.8 The security personnel must wear corporate uniform (not combat) and they must be provided with rain coats, umbrellas and name tags;
- 5.9 In the event of an incident on site the response time should be 15 minutes or less;
- 5.10 All security incidents occurring on site, e.g. break-ins and theft must be recorded and reported to the NCDDoE immediately;
- 5.11 The service provider shall submit a monthly report to the Examinations and Assessment Chief Directorate on or before the 25th of each month;
- 5.12 The service provider shall submit weekly reports of guards accompanying delivery vehicles to the Examinations and Assessment Chief Directorate after deliveries have been done;
- 5.13 The service provider shall submit attendance registers with invoices per site for payment.

6. Minimum Security Equipment

6.1 Service aids to be available and used by the security officers at all times are as follows:

- Radios for Communication (base and hand held radios);
- Electronic Mag - Touch system (Guard patrol)
- Handcuffs;
- Torches;
- Occurrence book and pen;
- Pocket book;
- Access control registers;
- Baton;
- Rain coats and an umbrella;
- Firearms
- Bullet proof vests
- Ballistic helmet
- Gloves
- Ballistic spectacles
- Guardhouse at all storage points
- Appropriate and reliable transport to escort delivery vehicles
- Any other additional items/aids required by statutory legislation must be provided in addition to those mentioned above.

6.2 Service aids to be used at the following sites (not limited to):

Site	District	Service aids that must be available at each site
PPSD Precinct, IK Nkoane Education House (Kimberley)	Frances Baard	<ul style="list-style-type: none"> • Two way radios • Batons • Security spray • Torches • Handcuffs • Electronic scanning devices (Metal detectors) • Pocket books to record movement • Occurrence books and visitors' registers • Guardhouse
Frances Baard District Office (Kimberley)	Frances Baard	
Pixley Ka Seme District Office (De Aar)	Pixley Ka Seme	
Pixley Ka Seme Circuit Office (Douglas)	Pixley Ka Seme	
ZF Mgcawu District Office (Upington)	ZF Mgcawu	
ZF Mgcawu Circuit Office (Postmasburg)	ZF Mgcawu	
John Taolo Gaetsewe District Office (Kuruman)	JTG	
Namakwa District Office (Springbok)	Namakwa	
Namakwa Circuit Office (Calvinia)	Namakwa	

7. Security Guards/Personnel: Minimum Qualifications

- Security guards must have at least Grade C PSIRA certificate for unarmed guards at storage points (Annexure A);

- All armed guards must have at least a grade C PSIRA certificate with a firearm competency for escorting delivery vehicles of question papers (Annexure B);
- Supervisors must have at least Grade B PSIRA certificate and supervisory experience;
- Security guards must be able to converse, read and write in English;
- Security guards must at all times be capable of attending to administrative duties;
- Security officers must be physically healthy and mentally fit.

8. Security Clearances

- 8.1 The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status. The preferred service provider and/or staff would be required to be vetted by the NCDDoE for security clearance. The level of clearance will be determined by the department.
- 8.2 Clearance certificates from the South African Police of personnel and Director/s are to be submitted within 21 days from official notification of acceptance.

9. Performance Measures and Reporting

- 9.1 The performance measures for the security service will be closely monitored by the NCDDoE.
- 9.2 The service provider will submit security reports to the NCDDoE. The service provider will submit monthly reports on or before the 25th of each month to the Examinations and Assessment Chief Directorate.
- 9.3 The successful service provider is required to conduct a compulsory training session for all guards before they assume duty.
- 9.4 The security company's site representative shall attend monthly service management meetings. These meetings will discuss performance of the security company up to the previous month and any issues or risks addressed, together with any other agenda items identified by the security company or NCDDoE.
- 9.5 Annual review meetings will include topics discussed during monthly meetings, pricing reviews and review of Service Level Agreement.
- 9.6 All meetings will be held at NCDDoE premises.

10. Indemnity

- 10.1 The NCDDoE shall not be held liable for any injury, loss or damage to the contractor's personnel, equipment or vehicles whilst on the premises during the contract period.

11. Service Level Agreement

- 11.1 The relationship between the NCDDoE and the successful service provider will be managed through a Service Level Agreement (SLA) and proper procedures must be in place to manage, monitor and report as stipulated.

- 11.2 Although it would be impractical and extremely difficult to determine the actual damage to the NCDoe if the appointed security company or its employees were to fail to perform services according to the agreed scope and timelines, the NCDoe expects to receive financial benefit from security company's failure to perform services as agreed.
- 11.3 Notwithstanding its rights that will be set in the Agreement/SLA, the NCDoe will determine reasonable penalty costs acceptable to each party regarding NCDoe loss if the security company fails to perform services in accordance with the schedule of performance deficiency. Some anticipated schedule of performance deficiency include, but are not limited, to the following:

Item	Performance Deficiency	Penalty	Comments
1.	Sleeping on duty, and/or deserting post and/or negligence in the performance of guard duties and/or arriving late for duty.	<input type="checkbox"/> Guard to be immediately removed from site and replaced within 2 hours. <input type="checkbox"/> First occurrence: Letter of non-performance issued by NCDoe. <input type="checkbox"/> Second and subsequent occurrences: Shift payment deducted per guard irrespective of replacement.	<input type="checkbox"/> NCDoe calls meeting with site representative. <input type="checkbox"/> If this practice continues more than twenty (20) times in total, irrespective of the which guard is involved, the contract may be terminated.
2.	Failure of the guards to visit each of the identified check-in points.	<input type="checkbox"/> First occurrence: Letter of non-performance issued by NCDOE. <input type="checkbox"/> Second and subsequent occurrences: One guard shift payment deducted.	<input type="checkbox"/> NCDoe calls meeting with site representative. <input type="checkbox"/> If this practice continues more than twenty (20) times in total irrespective of the which guard, contract may be terminated.
3.	Failure of guards to conduct themselves in a professional and courteous and cooperative manner as determined by the NCDoe Supervisory Staff and/or refusal to comply with lawful instructions.	<input type="checkbox"/> Guard to be immediately removed from site and replaced within 2 hours. <input type="checkbox"/> Letter of non-performance issued by NCDOE	<input type="checkbox"/> NCDoe calls meeting with site representative. <input type="checkbox"/> Guard never to be deployed at NCDoe again.
4.	Number of complaints against guard exceeds three (3) in any one calendar month.	<input type="checkbox"/> Guard to be immediately removed from site and replaced within 2 hours. <input type="checkbox"/> Letter of non-performance issued by the NCDoe.	<input type="checkbox"/> NCDOE calls meeting with site representative. <input type="checkbox"/> Guard never to be deployed at NCDoe again.

5.	Guards intoxicated or under the influence of liquor/drugs.	<input type="checkbox"/> Guard to be immediately removed from site and replaced immediately. <input type="checkbox"/> Letter of non-performance issued by NCDoE.	<input type="checkbox"/> NCDoE call meeting with site representative. <input type="checkbox"/> Guard never to be deployed at NCDoE again. <input type="checkbox"/> If this practice continues, contract may be terminated.
6.	Guard without basic equipment, invalid identification and improperly dressed.	<input type="checkbox"/> Guard to be immediately dressed properly and have valid identification or be removed from site and replaced within 2 hours. <input type="checkbox"/> First occurrence: Written warning to the security company.	<input type="checkbox"/> NCDoE calls meeting with site representative. <input type="checkbox"/> If this practice continues, contract may be terminated.

11.4 Please note that the list indicated in the table above is not exhaustive and will be expanded or amended from time-to-time.

12. Special Conditions

- 12.1 The service provider, together with its employees, must be registered with the Private Security Industry Regulatory Authority (PSIRA);
- 12.2 A strike or lockout at the NCDoE shall not remove the security company's obligation to continue providing services;
- 12.3 A strike or lockout by the employees of the service provider shall not impact on the contractual obligations of the employer;
- 12.4 If the services of the service provider are no longer required due to situations beyond the control of the department or the company (natural disasters, war, etc.) the suspension or termination of the contract shall be without cost to either party;
- 12.5 Any information disseminated to the successful service provider shall be treated as confidential and may not be divulged;
- 12.6 The NCDoE reserves the right to increase/decrease security personnel or alter the guard category/grading at any current or new location;
- 12.7 The NCDoE reserves the right to redeploy security personnel to any of the sites belonging to the NCDoE;
- 12.8 Supervision of security personnel is primarily the responsibility of the service provider. Supervision must be provided through the use of an on-site supervisor. The Examinations and Assessment Chief Directorate of the NCDoE has the responsibility to monitor the operations of the service provider.
- 12.9 The NCDoE shall have authority to deduct payment from the service provider for incidents that arise from inappropriate attendance, behaviour, appearance,

performance, insufficient training, negligence, failure to provide back-up and the supply of unqualified officials;

- 12.10 The department has the right to amend, modify and re-issue Post Orders or other special orders. This modification to the basic Service Level Agreement should not otherwise affect the Agreement unless such changes increase or decrease the number of hours required;
- 12.11 New or replacement security personnel may not be assigned to the sites of the NCDoE until they are suitably trained, familiar with the required duties and security screened;
- 12.12 The department shall have the right to have the security company to remove and replace incompetent security officers, conduct inspections regarding behaviour, appearance and performance and determine the security officer's suitability on re-assignment;
- 12.13 The service provider shall furnish their security personnel with the equipment necessary to carry out their duties and be responsible for its repair, maintenance and replacement thereof;
- 12.14 Property availed by the NCDoE to the service provider shall remain the property of the NCDoE, any misuse or abuse of departmental property shall be rectified by the service provider.

13. Service Provider Requirements and Compliance

NB: For JVs/consortia, each partner must provide the required documents.

13.1

No	Description of document	Attached Yes/No
1	No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order. A Central Supplier Database report must show a compliant tax status.	
2	Proof of registration with a provident fund.	
3	Proof of registration with Unemployment Insurance Fund (UIF).	
4	Proof of registration and in good standing with the Compensation Commissioner (COIDA).	
5	Proof of registration with National Bargaining Council (Security officers in the employ of the company or close corporation must be paid the minimum wage according to the wage determination Act. The NCDoE will have no responsibility for wage negotiations of contract security officers.)	
6	Proof of registration with PSIRA for the company, directors and management including their certified ID copies and CVs.	
7	Proof of registration with PSIRA for the security guards, including their certified ID copies and CVs.	

- 13.2 The service provider must ensure that all staff working under this contract are adequately trained prior to the commencement of the contract;
- 13.3 The service provider must provide all staff working under this contract with branded uniforms, which state the name of the service provider and that can be clearly distinguished from other service providers, NCDoE staff, etc. The NCDoE reserves the right to order the immediate removal of a staff member who does not adhere to this arrangement;
- 13.4 The company or close corporation must have sufficient staff available to render a service at the NCDoE during an emergency situation;
- 13.5 The service provider must comply with the NCDoE evacuation policy and all other applicable policies.
- 13.6 The bid price per Security Officer must be in line with **Sectoral Determination and Legislation**, taking into consideration the PSIRA's Direct Cost Amount, VAT, overheads and profit margin.

14. Special Requirement

- 14.1 Bidders are requested to indicate their commitment in employing and training:
- Unemployed individuals in the province; and
 - Staff of the current contract holders.
- **The successful bidder is expected to employ a minimum of 50% of staff from current contract holders.**
- 14.2 Any changes must be signed.
- 14.3 Figures are entered as true and correct.

FUNCTIONALITY - EXAMS

Stage 1 - Functionality

Functionality evaluation will be based on the following criteria:

CRITERIA		GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS (%)
1	Previous experience and expertise in providing co-ordinated physical security services at a variety of sites simultaneously.	<p>Bidder must provide reference letters with a contract value (on client letterhead) with contactable reference and good service reference or copies of purchase orders indicating values:</p> <ul style="list-style-type: none"> • 3 or more reference letters with a contract value or purchase orders (30) • 2 reference letters with a contract value or purchase orders (20) • 1 reference letter with a contract value or purchase order (10) • 0 reference letters with a contract value or purchase orders (0) 	30
2	Proof of relevant human resources' expertise in guarding services.	<ul style="list-style-type: none"> • Curriculum Vitae of owner(s) and directors of the company including certified copies of identity documents and must be Grade A PSIRA registered. (10) • Relevant CVs, certified copies of Identity Documents and PSIRA certificates of at least six (6) guards to be used for this project. All security guards (armed and unarmed) must be at least Grade C PSIRA registered. (10) 	20
3	Detailed operational plan	<ul style="list-style-type: none"> • Availability of services, human resources and capacity to provide 24 hour security services. (10) • Company capacity and skill to conduct investigations, reporting and incident analysis. (10) • Contingency plan for absenteeism and/or late coming. (5) 	30

		<ul style="list-style-type: none"> Integrated Communications Plan between Department, Control and sites. (5) 	
4	Transport capacity	Number of vehicles available (submit proof of ownership or Lease Agreement) (20) <ul style="list-style-type: none"> 10 or more vehicles (20) 6 vehicles (15) 4 vehicles (10) 2 vehicles (5) 0 vehicle (0) 	20
TOTAL			100
NB: A MINIMUM SCORE OF 70% IS NEEDED TO QUALIFY FOR STAGE 2			

Stage 2 - Evaluation

90/10 Point Scoring System

The 90/10 scoring will be used as evaluation criteria. The criteria is in terms of the Preferential Procurement Policy Framework and will be calculated as follows:

$$P_s = 90 \left(\frac{P_t - P_{min}}{P_{min}} \right)$$

Where P_s = Points scored for comparative price of bid or offer under consideration;
 P_t = Comparative price of bid or offer under consideration; and
 P_{min} = Comparative price of lowest acceptable bid or offer.

Specific Goals

Specific Goal	Number of Points (out of 10)
The promotion of enterprises located in the Northern Cape Province	10

Valid FICA documents for at least six (6) months should be submitted in order for bidder to claim points for specific goals.

NB: The NCDOE reserves the right to:

- Request further information from any bidder after the closing date;
- Verify information and documentation of the respective bidder;
- Make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the Department prior to the awarding of the contract;
- Inspect the operation or any part thereof during the evaluation phase of the bid.

NB: PRICES MUST BE INCLUSIVE OF VAT
Requirements for the Security Service provider for the
Examinations And Assessments Directorate (Permanent Security Officers)

	SITE	DISTRICT	DAY	NIGHT	NO OF GUARDS	GRADE	MONTHLY COST PER GUARD	TOTAL MONTHLY COSTS	TOTAL ANNUAL COSTS
1	PPSD Precinct, IK Nkoane Education House, Kimberley	Frances Baard	2	0	2	C			
2	Frances Baard District Office, Kimberley	Frances Baard	1	0	1	C			
3	Pixley Ka Seme District Office, De Aar	Pixley Ka Seme	1	0	1	C			
4	Pixley Ka Seme Circuit Office, Douglas	Pixley Ka Seme	1	1	2	C			
5	ZF Mgcawu District Office, Upington	ZF Mgcawu	1	0	1	C			
6	ZF Mgcawu Circuit Office, Postmasburg	ZF Mgcawu	1	1	2	C			
7	John Taolo Gaetsewe District Office, Kuruman	John Taolo Gaetsewe	1	0	1	C			
8	Namakwa District Office, Springbok	Namakwa	1	0	1	C			
9	Namakwa Circuit Office, Calvinia	Namakwa	1	0	1	C			
	TOTAL		10	2	12				R

Please note that the Northern Cape falls into Area 1 & Area 2 and Area 3

ANNEXURE B

NB: ALL PRICES MUST BE INCLUSIVE OF VAT

1. SECURITY OFFICERS FOR DELIVERY OF QUESTION PAPERS ESCORTING: DEPARTURE POINT FOR ALL DELIVERIES IS HEAD OFFICE (IK NKOANE EDUCATION HOUSE)

1.1 MAY/JUNE EXAMINATIONS – 7 WEEKS OF DELIVERY – WEDNESDAYS, THURSDAYS AND FRIDAYS

ROUTE	DESCRIPTION	NO. OF GUARDS	DAYS	OVER-NIGHT	ACCOM-MODATION RATE	MEALS	RATE PER GUARD (C)	KMS	TOTAL
		(D)	(E)		(A)	(B)			([A + B + C] x [D x E])
Frances Baard District Office, Kimberley	Armed Security Officer	2	7	N/A	N/A	N/A		12 x 7	
Frances Baard Outlying areas	Armed Security Officer	2	7	N/A	N/A			240 x 7	
John Taolo Gaetsewe District Office, Kuruman	Armed Security Officer	2	14	1 night				477 x 7	
Namakwa District Office, Springbok	Armed Security Officer	2	21	2 nights				2 043 x 7	
Namakwa Circuit Office, Calvinia	Armed Security Officer	2	21	2 nights				1 932 x 7	
Pixley Ka Seme District Office, De Aar	Armed Security Officer	2	21	2 nights				1 102 x 7	
Pixley Ka Seme Circuit Office, Douglas	Armed Security Officer	2	7	N/A	N/A	N/A		483 x 7	
ZF Mgcawu District Office, Upington	Armed Security Officer	2	21	2 nights				1 346 x 7	
ZF Mgcawu Circuit Office, Postmasburg	Armed Security Officer	2	7	N/A	N/A			390 x 7	
SUB-TOTAL		18							R
KM RATE			R					TOTAL KM AMOUNT (total KMS x KM rate)	R

TOTAL (1.1)	R
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1.2 DELIVERIES FROM DISTRICT OFFICES TO EXAMINATION CENTRES

ROUTE	DESCRIPTION	NO. OF GUARDS (D)	DAYS (E)	SLEEPING OVER	ACCOMMODATION RATE (A)	MEALS (B)	RATE PER GUARD (C)	KMS	TOTAL ([A + B + C] x [D x E])
Frances Baard District Office	Armed Security Officer	1	25	N/A	N/A	N/A			
ZF Mgcawu Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A			
Pixley Ka Seme Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A			
ZF Mgcawu District Office	Armed Security Officer	1	25	N/A	N/A	N/A			
Pixley Ka Seme District Office	Armed Security Officer	1	25	N/A	N/A	N/A			
Namakwa District Office	Armed Security Officer	1	25	N/A	N/A	N/A			
Namakwa Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A			
John Taolo Gaetsewe District Office	Armed Security Officer	2	25	N/A	N/A	N/A			
SUB-TOTAL		9							R
KM RATE			R					TOTAL KM AMOUNT (total KMs x KM rate)	R
TOTAL (1.2)									R

2. SECURITY OFFICERS FOR DISTRIBUTION POINTS DURING THE WRITING OF THE MAY/JUNE EXAMINATION FOR 7 WEEKS

DISTRICT NAME	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
FB	Frances Baard District Office, Kimberley	1	49	Night		
	Barkly-Wes High School, Barkly-Wes	1	49	Night		
	Warrenvale High School, Warrenton	1	49	Night		
	NC Agricultural High School, Jan Kempdorp	1	49	Night		
	Pixley Ka Seme District Office, De Aar	1	49	Night		
	Strydenburg High School, Strydenburg	1	49	Night		
	Carnarvon High School, Carnarvon	1	49	Night		
	Steynville High School, Hopetown	1	49	Night		
	Petrusville High School, Petrusville	1	49	Night		
	Colesberg High School, Colesberg	1	49	Night		
ZFM	Noupoort Combined School, Noupoort	1	49	Night		
	Victoria-Wes High School, Victoria-Wes	1	49	Night		
	Gariep High School, Prieska	1	49	Night		
	ZF Mgcawu District Office, Upington	1	49	Night		
	Rietfontein High School, Rietfontein	1	49	Night		
	John Taolo Gaetsewe District Office, Kuruman	1	49	Night		
	Ba Ga Lotlhare High School, Heuningvlei	1	49	Night		
	Mamasilo High School, Madibeng	1	49	Night		
	Namakwa District Office, Springbok	1	49	Night		
	Namakwa Circuit Office, Calvinia	1	49	Night		
JTG	Brandvlei High School, Brandvlei	1	49	Night		
	Williston High School, Williston	1	49	Night		
	Malherbe Human Primary School, Fraserburg	1	49	Night		
	Roggeveldt Primary School, Sutherland	1	49	Night		
	Boesmanland High School, Pofadder	1	49	Night		
	Aggeneys High School, Aggeneys	1	49	Night		
	Port Nolloth High School, Port Nolloth	1	49	Night		
	Alexanderbaai High School, Alexanderbaai	1	49	Night		
	IK Nkoane Education House, Kimberley	2	49	Night		

FB	Barkly-Wes High School, Barkly-Wes	1	49	Day	
	Warrenvale High School, Warrenton	1	49	Day	
	NC Agricultural High School, Jankempdorop	1	49	Day	
PKS	Strydenburg High School, Strydenburg	1	49	Day	
	Carnarvon High School, Carnarvon	1	49	Day	
	Steynville High School, Hopetown	1	49	Day	
	Petrusville High School, Petrusville	1	49	Day	
	Colesberg High School, Colesberg	1	49	Day	
	Noupoort Combined School, Noupoort	1	49	Day	
	Victoria-Wes High School, Victoria-Wes	1	49	Day	
	Gariep High School, Prieska	1	49	Day	
ZFM	Rietfontein High School, Rietfontein	1	49	Day	
JTG	John Taolo Gaetsewe District Office, Kuruman	1	49	Day	
	Ba Ga Lotlhare High School, Heuningvlei	1	49	Day	
	Mamasilo High School, Madibeng	1	49	Day	
NAM	Namakwa District Office, Springbok	1	49	Day	
	Namakwa Circuit Office, Calvinia	1	49	Day	
	Brandvlei High School, Brandvlei	1	49	Day	
	Williston High School, Williston	1	49	Day	
	Malherbe Human Primary School, Fraserburg	1	49	Day	
	Roggeveldt Primary School, Sutherland	1	49	Day	
	Boesmanland High School, Pofadder	1	49	Day	
	Aggeneys High School, Aggeneys	1	49	Day	
	Port Nolloth High School, Port Nolloth	1	49	Day	
	Alexanderbaai High School, Alexanderbaai	1	49	Day	
FB	IK Nkoane Education House, Kimberley	2	49	Day	
TOTAL (2)		57			R

3. SECURITY OFFICERS FOR MARKING OF THE MAY/JUNE SENIOR CERTIFICATE SCRIPTS

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Marking Centre (Kimberley)	Armed Security Officer	2	7	Day		
	Armed Security Officer	2	7	Night		
TOTAL (3)		4				R

4. SECURITY OFFICERS FOR RE-MARKING OF THE MAY/JUNE SENIOR CERTIFICATE SCRIPTS

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Marking Centre (Kimberley)	Armed Security Officer	2	4	Day		
	Armed Security Officer	2	4	Night		
TOTAL (4)		4				R

5. SECURITY GUARDS FOR THE NSC (FET) SBA MODERATION – JUNE / JULY

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Centralized Moderation Venue - Provincial	Armed Security Officer	1	7	Day		
	Armed Security Officer	1	7	Night		
TOTAL (5)		2				R

6. SECURITY GUARDS FOR THE GET SBA MODERATION – JUNE / JULY

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Centralized Moderation Venue - Provincial	Armed Security Officer	1	7	Day		
	Armed Security Officer	1	7	Night		
TOTAL (6)		2				R

7. SECURITY OFFICERS FOR DELIVERY OF QUESTION PAPERS AS WELL AS THE RETURN OF THE ANSWER SCRIPTS ESCORTING OF NATIONAL SENIOR CERTIFICATE LIFE ORIENTATION

7.1 SEPTEMBER PREPARATORY EXAMINATIONS – 1 DELIVERY – WEDNESDAY, THURSDAY AND FRIDAY

ROUTE	DESCRIPTION	NO. OF GUARDS (D)	DAYS (E)	OVER-NIGHT	ACCOM-MODATION RATE (A)	MEALS (B)	RATE PER GUARD (C)	KMS	TOTAL ((A + B + C) x [D x E])
Frances Baard District Office, Kimberley	Armed Security Officer	2	1	N/A	N/A	N/A		12 x 7	
Frances Baard Outlying areas	Armed Security Officer	2	1	N/A	N/A			240 x 7	
John Taolo Gaetsewe District Office, Kuruman	Armed Security Officer	2	2	1 night				477 x 7	
Namakwa District Office, Springbok	Armed Security Officer	2	3	2 nights				2 043 x 7	
Namakwa Circuit Office, Calvinia	Armed Security Officer	2	3	2 nights				1 932 x 7	
Pixley Ka Seme District Office, De Aar	Armed Security Officer	2	3	2 nights				1 102 x 7	

Pixley Ka Seme Circuit Office, Douglas	Armed Security Officer	2	1	N/A	N/A	N/A	483 x 7	
ZF Mgcawu District Office, Upington	Armed Security Officer	2	3	2 nights			1 346 x 7	
ZF Mgcawu Circuit Office, Postmasburg	Armed Security Officer	2	1	N/A	N/A		390 x 7	
SUB-TOTAL		18						R
KM RATE			R			TOTAL KM AMOUNT (total KMs x KM rate)		R
TOTAL (7.1)								R

7.2 DELIVERIES FROM DISTRICT OFFICES TO EXAMINATION CENTRES

ROUTE	DESCRIPTION	NO. OF GUARDS	DAYS	SLEEPING OVER	ACCOMMODATION RATE	MEALS	RATE PER GUARD (C)	KMS	TOTAL
		(D)	(E)		(A)	(B)	(C)		[(A + B + C) x (D x E)]
Frances Baard District Office	Armed Security Officer	1	1	N/A	N/A	N/A			
ZF Mgcawu Circuit Office	Armed Security Officer	1	1	N/A	N/A	N/A			
Pixley Ka Seme Circuit Office	Armed Security Officer	1	1	N/A	N/A	N/A			
ZF Mgcawu District Office	Armed Security Officer	1	1	N/A	N/A	N/A			
Pixley Ka Seme District Office	Armed Security Officer	1	1	N/A	N/A	N/A			
Namakwa District Office	Armed Security Officer	1	1	N/A	N/A	N/A			

Namakwa Circuit Office	Armed Security Officer	1	1	N/A	N/A	N/A		
John Taolo Gaetsewe District Office	Armed Security Officer	2	1	N/A	N/A	N/A		
SUB-TOTAL		9						R
KM RATE			R			TOTAL KM AMOUNT (total KMs x KM rate)		R
TOTAL (7.2)								R

8. SECURITIES FOR DISTRIBUTION POINTS DURING THE WRITING OF THE SEPTEMBER PREPARATORY – NATIONAL SENIOR CERTIFICATE LIFE ORIENTATON QUESTION PAPER

DISTRICT NAME	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
FB	Frances Baard District Office, Kimberley	1	2	Night		
	Barkly-Wes High School, Barkly-Wes	1	2	Night		
	Warrenvale High School, Warrenton	1	2	Night		
	NC Agricultural High School, Jankempdorp	1	2	Night		
PKS	Pixley Ka Seme District Office, De Aar	1	2	Night		
	Strydenburg High School, Strydenburg	1	2	Night		
	Carnarvon High School, Carnarvon	1	2	Night		
	Steynville High School, Hopetown	1	2	Night		
	Petrusville High School, Petrusville	1	2	Night		
	Colesberg High School, Colesberg	1	2	Night		
	Noupoort Combined School, Noupoort	1	2	Night		
	Victoria-Wes High School, Victoria-Wes	1	2	Night		
	Gariep High School, Prieska	1	2	Night		
ZFM	ZF Mgcawu District Office, Upington	1	2	Night		
	Rietfontein High School, Rietfontein	1	2	Night		
JTG	John Taolo Gaetsewe District Office, Kuruman	1	2	Night		

	Ba Ga Lotlhare High School, Heuningvlei	1	2	Night
	Mamasilo High School, Madibeng	1	2	Night
NAM	Namakwa District Office, Springbok	1	2	Night
	Namakwa Circuit Office, Calvinia	1	2	Night
	Brandvlei High School, Brandvlei	1	2	Night
	Williston High School, Williston	1	2	Night
	Malherbe Human Primary School, Fraserburg	1	2	Night
	Roggeveldt Primary School, Sutherland	1	2	Night
	Boesmanland High School, Pofadder	1	2	Night
	Aggeneys High School, Aggeneys	1	2	Night
	Port Nolloth High School, Port Nolloth	1	2	Night
	Alexanderbaai High School, Alexanderbaai	1	2	Night
FB	IK Nkoane Education House, Kimberley	2	2	Night
FB	Barkly-Wes High School, Barkly-Wes	1	2	Day
	Warrenvale High School, Warrenton	1	2	Day
	NC Agricultural High School, Jankempdorp	1	2	Day
PKS	Strydenburg High School, Strydenburg	1	2	Day
	Carnarvon High School, Carnarvon	1	2	Day
	Steynville High School, Hopetown	1	2	Day
	Petrusville High School, Petrusville	1	2	Day
	Colesberg High School, Colesberg	1	2	Day
	Noupoort Combined School, Noupoort	1	2	Day
	Victoria-Wes High School, Victoria-Wes	1	2	Day
	Gariep High School, Prieska	1	2	Day
ZFM	Rietfontein High School, Rietfontein	1	2	Day
JTG	John Taolo Gaetsewe District Office, Kuruman	1	2	Day
	Ba Ga Lotlhare High School, Heuningvlei	1	2	Day
	Mamasilo High School, Madibeng	1	2	Day
NAM	Namakwa District Office, Springbok	1	2	Day
	Namakwa Circuit Office, Calvinia	1	2	Day
	Brandvlei High School, Brandvlei	1	2	Day
	Williston High School, Williston	1	2	Day
	Malherbe Human Primary School, Fraserburg	1	2	Day
	Roggeveldt Primary School, Sutherland	1	2	Day

	Boesmanland High School, Pofadder	1	2	Day	
	Aggeneys High School, Aggeneys	1	2	Day	
	Port Nolloth High School, Port Nolloth	1	2	Day	
	Alexanderbaai High School, Alexanderbaai	1	2	Day	
FB	IK Nkoane Education House, Kimberley	2	2	Day	
TOTAL (8)		57			R

9. SECURITY OFFICERS FOR THE MODERATION OF THE LIFE ORIENTATION QUESTION SCRIPTS

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Marking Centre (Kimberley)	Armed Security Officer	1	3	Day		
	Armed Security Officer	1	3	Night		
TOTAL (9)		2				R

10. SECURITY OFFICERS FOR DELIVERY OF QUESTION PAPERS – ESCORTING

10.1 OCTOBER/NOVEMBER EXAMINATIONS – 7 WEEKS OF DELIVERY – THURSDAYS, FRIDAYS AND SATURDAYS

ROUTE	DESCRIPTION	NO. OF GUARDS (D)	DAYS (E)	OVER-NIGHT	ACCOMMODATION RATE (A)	MEALS (B)	RATE PER GUARD (C)	KMs	TOTAL ([A + B + C] x [D x E])
Frances Baard District Office, Kimberley	Armed Security Officer	2	7	N/A	N/A	N/A		12 x 7	
Frances Baard Outlying areas	Armed Security Officer	2	7	N/A	N/A			240 x 7	
John Taolo Gaetsewe District Office, Kuruman	Armed Security Officer	2	14	1 night				477 x 7	
Namakwa District Office, Springbok	Armed Security Officer	2	21	2 nights				2 043 x 7	
Namakwa Circuit Office, Calvinia	Armed Security Officer	2	21	2 nights				1 932 x 7	
Pixley Ka Seme District Office, De Aar	Armed Security Officer	2	21	2 nights				1 102 x 7	
Pixley Ka Seme Circuit Office, Douglas	Armed Security Officer	2	7	N/A	N/A	N/A		483 x 7	
ZF Mgcawu District Office, Uptington	Armed Security Officer	2	21	2 nights				1 346 x 7	
ZF Mgcawu Circuit Office, Postmasburg	Armed Security Officer	2	7	N/A	N/A			390 x 7	
SUB-TOTAL		18							R
KM RATE			R					TOTAL KM AMOUNT (total KMs x KM rate)	R
TOTAL (10.1)									R

10.2 DELIVERIES FROM DISTRICT OFFICES TO EXAMINATION CENTRES

ROUTE	DESCRIPTION	NO. OF GUARDS (D)	DAYS (E)	SLEEPING OVER	ACCOMMODATION RATE (A)	MEALS (B)	RATE PER GUARD (C)	KMS	TOTAL ([A + B + C] x [D x E])	
Frances Baard District Office	Armed Security Officer	1	25	N/A	N/A	N/A				
ZF Mgcawu Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A				
Pixley Ka Seme Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A				
ZF Mgcawu District Office	Armed Security Officer	1	25	N/A	N/A	N/A				
Pixley Ka Seme District Office	Armed Security Officer	1	25	N/A	N/A	N/A				
Namakwa District Office	Armed Security Officer	1	25	N/A	N/A	N/A				
Namakwa Circuit Office	Armed Security Officer	1	25	N/A	N/A	N/A				
John Taolo Gaetsewe District Office	Armed Security Officer	2	25	N/A	N/A	N/A				
SUB-TOTAL		9							R	
KM RATE				R	TOTAL KM AMOUNT (total KMs x KM rate)					R
TOTAL (10.2)										R

11. SECURITIES FOR DISTRIBUTION POINTS DURING THE WRITING OF THE OCTOBER/NOVEMBER FOR 7 WEEKS

DISTRICT NAME	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
FB	Frances Baard District Office, Kimberley	1	49	Night		
	Barkly-Wes High School, Barkly-Wes	1	49	Night		
	Warrenvale High School, Warrenton	1	49	Night		
	NC Agricultural High School, Jankempdorp	1	49	Night		
	Pixley Ka Seme District Office, De Aar	1	49	Night		
	Strydenburg High School, Strydenburg	1	49	Night		
	Carnarvon High School, Carnarvon	1	49	Night		
	Steynville High School, Hopetown	1	49	Night		
	Petrusville High School, Petrusville	1	49	Night		
	Colesberg High School, Colesberg	1	49	Night		
ZFM	Noupoort Combined School, Noupoort	1	49	Night		
	Victoria-Wes High School, Victoria-Wes	1	49	Night		
	Gariep High School, Prieska	1	49	Night		
	ZF Mgcawu District Office, Upington	1	49	Night		
	Rieffontein High School, Rieffontein	1	49	Night		
	John Taolo Gaetsewe District Office, Kuruman	1	49	Night		
	Ba Ga Lotlhare High School, Heuningvlei	1	49	Night		
	Mamasilo High School, Madibeng	1	49	Night		
	Namakwa District Office, Springbok	1	49	Night		
	Namakwa Circuit Office, Calvinia	1	49	Night		
JTG	Brandvlei High School, Brandvlei	1	49	Night		
	Williston High School, Williston	1	49	Night		
	Malherbe Human Primary School, Fraserburg	1	49	Night		
	Roggeveldt Primary School, Sutherland	1	49	Night		
	Boesmanland High School, Pofadder	1	49	Night		
	Aggeneys High School, Aggeneys	1	49	Night		
	Port Nolloth High School, Port Nolloth	1	49	Night		
	Alexanderbaai High School, Alexanderbaai	1	49	Night		
	IK Nkoane Education House, Kimberley	2	49	Night		
	NAM					

FB	Barkly-Wes High School, Barkly-Wes	1	49	Day
	Warrenvale High School, Warrenton	1	49	Day
	NC Agricultural High School, Jankempdorp	1	49	Day
PKS	Strydenburg High School, Strydenburg	1	49	Day
	Carnarvon High School, Carnarvon	1	49	Day
	Steynville High School, Hopetown	1	49	Day
	Petrusville High School, Petrusville	1	49	Day
	Colesberg High School, Colesberg	1	49	Day
	Noupoort Combined School, Noupoort	1	49	Day
	Victoria-Wes High School, Victoria-Wes	1	49	Day
	Gariep High School, Prieska	1	49	Day
ZFM	Rietfontein High School, Rietfontein	1	49	Day
JTG	John Taolo Gaetsewe District Office, Kuruman	1	49	Day
	Ba Ga Lothare High School, Heuningvlei	1	49	Day
	Mamasilo High School, Madibeng	1	49	Day
NAM	Namakwa District Office, Springbok	1	49	Day
	Namakwa Circuit Office, Calvinia	1	49	Day
	Brandvlei High School, Brandvlei	1	49	Day
	Williston High School, Williston	1	49	Day
	Malherbe Human Primary School, Fraserburg	1	49	Day
	Roggeveidt Primary School, Sutherland	1	49	Day
	Boesmanland High School, Pofadder	1	49	Day
	Aggeneys High School, Aggeneys	1	49	Day
	Port Nolloth High School, Port Nolloth	1	49	Day
	Alexanderbaai High School, Alexanderbaai	1	49	Day
FB	IK Nkoane Education House, Kimberley	2	49	Day
TOTAL (11)		57		R

12. SECURITY GUARDS FOR THE NSC (FET) SBA MODERATION – OCTOBER/NOVEMBER

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Centralized Moderation Venue - Provincial	Armed Security Officer	1	7	Day		
	Armed Security Officer	1	7	Night		
TOTAL (12)		2				R

13. SECURITY OFFICERS FOR MARKING OF THE OCTOBER/NOVEMBER NATIONAL SENIOR CERTIFICATE SCRIPTS

VENUE	DESCRIPTION	NO. OF GUARDS (B)	DAYS (C)	SHIFT	RATE PER GUARD (A)	TOTAL (A x [B x C])
Diamantveld High School	Armed Security Officer	8	14	Day		
Diamantveld High School Hostel	Armed Security Officer	2	14	Day		
Girls' High School Kimberley	Armed Security Officer	8	14	Day		
Girls' High School Kimberley Hostel	Armed Security Officer	2	14	Day		
Northern Cape High School	Armed Security Officer	8	14	Day		
Northern Cape High School Hostel	Armed Security Officer	2	14	Day		
Technical High School Kimberley Hostel	Armed Security Officer	2	14	Day		
Boys' High School Kimberley Hostel	Armed Security Officer	2	14	Day		

Diamantveld High School	Armed Security Officer	4	14	Night	
Diamantveld High School Hostel	Armed Security Officer	2	14	Night	
Girls' High School Kimberley	Armed Security Officer	4	14	Night	
Girls' High School Kimberley Hostel	Armed Security Officer	2	14	Night	
Northern Cape High School	Armed Security Officer	4	14	Night	
Northern Cape High School Hostel	Armed Security Officer	2	14	Night	
Technical High School Kimberley Hostel	Armed Security Officer	2	14	Night	
Boys' High School Kimberley Hostel	Armed Security Officer	2	14	Night	
TOTAL (13)		56			R

GUIDE FOR CALCULATING THE TOTAL FOR DELIVERY OF QUESTION PAPERS, GUARDING OF MARKING CENTRES AND MODERATIONS

Please note that all pricing will be according to the **PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY GUIDELINES**

Total (1.1 + 1.2 + 2 + 3 + 4 + 5 + 6 + 7.1 + 7.2 + 8 + 9 + 10.1 + 10.2 + 11 + 12 + 13)	R
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NB: PRICES MUST BE INCLUSIVE OF VAT
GUIDE FOR CALCULATING THE TOTAL BID PRICE

Please note that all pricing will be according to the **PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY GUIDELINES**

Total for year one including VAT (Annexure A + Annexure B)	R
Total for year two including VAT	R
Total for year Three including VAT	R
Total for full 3 year period including VAT	R

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

TABLE OF CLAUSES

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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) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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