



DEPARTMENT OF EDUCATION
DEPARTEMENT VAN ONDERWYS
LEFAPHA LA THUTO
ISEBE LEZEMFUNDO

156 Barkly Road
Homestead
KIMBERLEY 8301

Tel. (053) 8396500
Fax (053) 8396643

INVITATION TO BID

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

OPEN BID: BID NUMBER: NC/DE/003/2022-2023 CLOSING DATE: 15 DECEMBER 2022

CLOSING TIME: 11:00 AM VALIDITY PERIOD: 120 DAYS

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES
AT THE CORPORATE SITES OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION FOR A
PERIOD OF THIRTY SIX MONTHS**

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

BID 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 bids are delivered timeously to the correct address. If the bid 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.

NO BRIEFING SESSION

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
BID DOCUMENT TO BE COMPLETED IN BLACK INK
NO CORRECTION FLUID TO BE USED ON THE BID 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/003/2022-2023 | CLOSING DATE: | 15 DECEMBER 2022 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT THE CORPORATE SITES OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION FOR A PERIOD OF THIRTY SIX MONTHS | | | | |

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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 BID DOCUMENTS WHICH ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1st FLOOR, ROOM 41

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 | | | |
| | | | |
| TCS PIN: | | OR | CSD No: |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | |
| <input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME: | | | |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

| | |
|---------------------|------|
| SIGNATURE OF BIDDER | DATE |
|---------------------|------|

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

| | |
|-------------------------------|---------------------------------|
| TOTAL NUMBER OF ITEMS OFFERED | TOTAL BID PRICE (ALL INCLUSIVE) |
|-------------------------------|---------------------------------|

TOTAL BID PRICE IN WORDS (ALL INCL.)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | | | |
|------------------|------------------------------------------------------------------------------|------------------|--|
| DEPARTMENT | NC EDUCATION | CONTACT PERSON | |
| CONTACT PERSON | P. DLADLA | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | 053 839 6571 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | 053 839 6576 | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | horatiusdladla@ncdoe.gov.za | | |

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). BID DOCUMENT TO BE COMPLETED IN BLACK INK.
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|----------------------------------------------------------------------|----------------------------------------------------------|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



MR S.B. SEKHOACHA
CHIEF FINANCIAL OFFICER

IMPORTANT NOTICE

NOTE 1



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

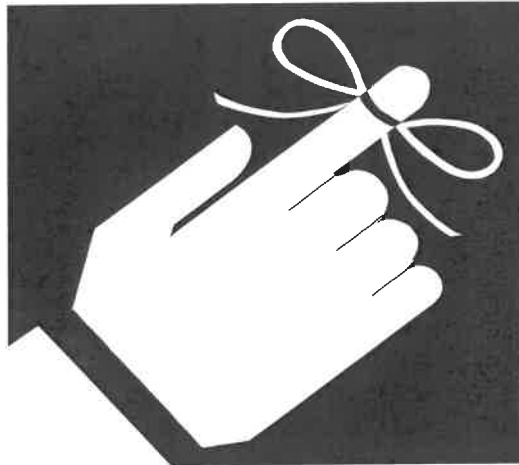
**TAKE NOTE - BIDDERS WHO WISH TO
MAKE USE OF SPEED SERVICES MUST
MARK DELIVERY "TO COUNTER" AND NOT
"TO PRIVATE BAG/BOX" ON THE STICKER.
BIDDERS MUST ALSO CONTACT THE
OFFICE, STATING THEIR TRACKING
NUMBER OF THE BID DOCUMENT.**

(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 – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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/003/2022-2023**

Closing Time **11:00** Closing date: **15 December 2022**

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) |
|-------------|----------|-------------|----------------------------------------------------------------|
|-------------|----------|-------------|----------------------------------------------------------------|

- | | | | |
|----------------------------------------------------|----------------|--|--|
| - Required by: | | | |
| - At: | | | |
| - 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: | *Firm/not firm | | |

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

| | | |
|---------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Pa | = | The new escalated price to be calculated. |
| (1-V)Pt | = | 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price. |
| D1, D2... | = | Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%. |
| R1t, R2t..... | = | Index figure obtained from new index (depends on the number of factors used). |
| R1o, R2o | = | Index figure at time of bidding. |
| VPt | = | 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations. |

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--------------------------------------------|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
| | | | |
| | | | |
| | | | |

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|---------------------------------------------------|--------|
| PRICE | 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 |
| Total points for Price and B-BBEE must not exceed | 100 |

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

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

2. DEFINITIONS

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

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) |
|------------------------------------|---------------------------------|
| 1 | 10 |
| 2 | 9 |

| | |
|---------------------------|---|
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(*Tick applicable box*)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SPECIAL CONDITIONS OF CONTRACT: NORTHERN CAPE DEPARTMENT OF EDUCATION CORPORATE SITES

1. Purpose

- 1.1 This bid document set out Northern Cape Department of Education's (NCDOE) requirements for contracting a service provider for the provision of physical security/guarding services to NCDOE Corporate Sites. 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 NCDOE staff, visitor/guests, manage access and exit control at 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 to be provided:
- **Access Control:** shall include but not be limited to monitoring entering and exiting of vehicles, employees/pedestrians into NCDOE premises 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:** shall include but not be limited to the physical patrolling of NCDOE premises. Any incidents and/or deviations should be reported and are 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 tempered with.
 - **Guarding Duties:** shall include but not be limited to physical guarding of NCDOE premises, assets and properties, and assets of visitors e.g. cars.
 - **Emergency Assistance:** The service provider should provide additional security guards during emergency situations on request by the department.
 - **Key Control:** shall include, but not be limited to, safekeeping of keys and remote controls issued to the service provider.
 - **Communication:** The service provider must supply 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 cellphones. The service provider must at all times provide hand-carried radios in a good working condition.
 - **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, after working hours and during weekends, must be recorded.

- **Incidents Management:** Conduct investigations within One (1) day and submit report within Three (3) days. This includes theft/loss/damages.
- **Occurrence Books:** every completed/full book to remain the property of the NCDOE.
- **Legal Searches:** Routine legal searches shall be conducted on anyone wishing to gain entry to or egress from the NCDOE premises.
- **Legislative Compliance:** PSIRA identification cards 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.
- 4.2 Security guards will be required 7 days a week, day and night including public holidays.
- 4.3 The service provider shall ensure that security officers are always on duty and that the site/s is/are guarded.

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 NCDOE premises;
- 5.2 The service provider must ensure that regular meetings with the Sub - Directorate Security Management and when applicable Supply Chain Management, when applicable, are conducted and all reports to be submitted timeously.
- 5.3 Complaints raised by the NCDOE to be addressed within 12 hours or as agreed;
- 5.4 The service provider must ensure that all incidents are accurately recorded in the Occurrence Book;
- 5.5 The Service Provider must ensure that their field supervisors visit the NCDOE sites once a week (Work Methodology);
- 5.6 The security personnel must wear corporate uniform (not combat) and they must be provided with rain coats and umbrellas;
- 5.7 In the event of an incident on site the response time should be 15 minutes or less;
- 5.8 All security incidents occurring on site e.g. break-ins and theft must be recorded and reported to NCDOE immediately;
- 5.9 The Service provider shall submit a monthly report to the Security Manager on or before the 25th of each month;
- 5.10 The Service provider shall submit attendance registers with invoices per site for payment.

6. Minimum Security Equipment

- 6.1 Service aids to be used by the security officers at all times are as follows:
 - Radio for Communication (Base and Hand held radios);
 - Electronic Mag - Touch system (Guard Patrol);
 - Handcuffs;
 - Torches;
 - Pepper Spray
 - Occurrence book and pen;
 - Pocket book;
 - Access Control Registers;
 - Batons;
 - Rain coats and an umbrella;

- 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, but no limited to, at the following sites:

| Site | District | Area | Service aids that must be available at each site |
|------------------------------------|--------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IK Nkoane Education House | Frances Baard | Homestead, Kimberley | <ul style="list-style-type: none"> Two-way radios Batons Pepper spray Torches Handcuffs Electronic Scanning Devices (Metal Detectors) Pocket Books to record incidents Occurrence Books & Visitors Registers |
| Frances Baard District Office | Frances Baard | Hadison Park, Kimberley | |
| Peme Circuit Office | Frances Baard | Galeshewe, Kimberley | |
| Teacher's Centre | Frances Baard | Belgravia, Kimberley | |
| Education Support Services | Frances Baard | Homestead, Kimberley | |
| Warehouse, Ashburnham | Frances Baard | Kimberley | |
| Pixley Ka Seme District Office | Pixley Ka Seme | Happy Valley, De Aar | |
| ZF Mgcawu District Office | ZF Mgcawu | Progress, Upington | |
| John Taolo Gaetswe District Office | John Taolo Gaetswe | Mothibistad, Kuruman | |
| Batlharos Circuit Office | John Taolo Gaetswe | Batlharos, Kuruman | |
| Mothibistad Old Circuit Office | John Taolo Gaetswe | Mothibistad, Kuruman | |
| Mothibistad Science Centre | John Taolo Gaetswe | Mothibistad, Kuruman | |
| Baitiredi Circuit Office | John Taolo Gaetswe | Mothibistad, Kuruman | |
| Namakwa District Office | Namakwa | Springbok CBD, Springbok | |
| Calvinia Circuit Office | Namakwa | Calvinia | |

7. Security Guards/Personnel: Minimum Qualifications

- Security guards must have at least Grade D PSIRA certificate;
- Supervisors must have Grade A 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 and mentally healthy to perform duties.

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 may be vetted by NCDOE 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 NCDOE.
- 9.2 The service provider will submit security reports to NCDOE. The service provider will submit monthly reports on or before the 25th of each month to Security Management.
- 9.3 The successful service provider is required to conduct a compulsory training 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 NCDOE.
- 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 NCDOE premises.

10. Indemnity

- 10.1 The NCDOE 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 NCDOE 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 NCDOE if appointed security company or its employees were to fail to perform services according to the agreed scope and timelines, NCDOE expects to receive financial benefit from the security company's failure to perform services as agreed.
- 11.3 Notwithstanding its rights that will be set in the Agreement/SLA, 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 guards 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 call meeting with site representative <input type="checkbox"/> If this practice continues more than twenty (20) in total irrespective of the which guard, 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 call meeting with site representative <input type="checkbox"/> If this practice continues more than twenty (20) 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 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 call 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"/> NCDOE call meeting with site representative |

| | | | |
|----|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <input type="checkbox"/> Letter of non-performance issued by NCDOE | <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 call 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 Security Management Sub - 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 (valid and up to date)

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. 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 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 to.

14.3 Figures are entered as true and correct.

FUNCTIONALITY - CORPORATE

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. | <p>Bidder must provide reference letters (on client letterhead) with contract values or copies of purchase orders indicating contract values:</p> <ul style="list-style-type: none"> • 5 or more reference letters/purchase orders (25) • 4 reference letters/purchase orders (20) • 3 reference letters/purchase orders (15) • 2 reference letters/purchase orders (10) • 1 reference letter/purchase orders (5) • 0 reference letters/purchase orders (0) | 25 |
| 2 | Proof of relevant human resources' expertise in guarding services. | <ul style="list-style-type: none"> • Curriculum Vitae of owner(s) and persons involved in leadership of the company including certified copies of identity documents and each must have a Grade A PSIRA certificates. (10) • Certified copies of Identity Documents and PSIRA certificates of at least 45 of the guards to be used for this project. Guards must have a minimum of Grade D PSIRA certificates. (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) <ul style="list-style-type: none"> 5 or more vehicles (15) 4 vehicles (12) 3 vehicles (9) 2 vehicles (6) 1 vehicle (3) 0 vehicles (0) | 15 |
| 5 | Bidder with a physical place of business within the Northern Cape Province | Bidder's proof of municipal bill (not older than three (3) months) or valid lease agreement. <ul style="list-style-type: none"> Physical place of operations within the Northern Cape Province (10) Physical place operations outside the Northern Cape Province (0) | 10 |
| 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.

B-BBEE Status

| B-BBEE Status Level of Contributor | Number of Points (90/10 system) |
|------------------------------------|---------------------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 6 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |

| | |
|---------------------------|---|
| 8 | 1 |
| Non-compliant contributor | 0 |

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.

**Requirements for the Security Service provider for the Corporate Sites of
Northern Cape Department of Education**

| | SITE | DISTRICT | DAY | NIGHT | NO OF GUARDS | GRADE | MONTHLY COST PER GUARD | TOTAL MONTHLY COSTS | TOTAL ANNUAL COSTS |
|----|-------------------------------------|---------------------|-----------|-----------|--------------|-------|------------------------|---------------------|--------------------|
| 1 | IK Nkoane Education House | Frances Baard | 10 | 10 | 20 | D | | | |
| 2 | Frances Baard District Office | Frances Baard | 3 | 3 | 6 | D | | | |
| 3 | Peme | Frances Baard | 3 | 3 | 6 | D | | | |
| 4 | Teachers Centre | Frances Baard | 3 | 3 | 6 | D | | | |
| 5 | Education Support Services | Frances Baard | 2 | 2 | 4 | D | | | |
| 6 | Warehouse, Ashburnham | Frances Baard | 1 | 2 | 3 | D | | | |
| 7 | Pixley Ka Seme District Office | Pixley Ka Seme | 3 | 3 | 6 | D | | | |
| 8 | ZF Mgcawu District Office | ZF Mgcawu | 3 | 3 | 6 | D | | | |
| 9 | John Taolo Gaetsewe District Office | John Taolo Gaetsewe | 3 | 3 | 6 | D | | | |
| 10 | Batharos Circuit Office | John Taolo Gaetsewe | 1 | 2 | 3 | D | | | |
| 11 | Mothibistad Old Circuit Office | John Taolo Gaetsewe | 1 | 2 | 3 | D | | | |
| 12 | Mothibistad Science Centre | John Taolo Gaetsewe | 2 | 3 | 5 | D | | | |
| 13 | Baitiredi Circuit Office | John Taolo Gaetsewe | 3 | 3 | 6 | D | | | |
| 14 | Namakwa District Office | Namakwa | 3 | 3 | 6 | D | | | |
| 15 | Calvinia Circuit Office | Namakwa | 2 | 2 | 4 | D | | | |
| | TOTAL | | 43 | 47 | 90 | | | | R |

PLEASE NOTE THAT ALL PRICING SHALL BE AS PER THE PSIRA GUIDELINES (Illustrative Contract Pricing Structure [with effect from March 2022])

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

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

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

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

Js General Conditions of Contract (revised July 2010)