

KHULA BUSINESS PREMISES (PTY) LTD

Wholly owned subsidiary of Small Enterprise Finance Agency (SOF) Limited
Company Registration Number 2003/002883/07
VAT Registration Number 4270218482

Bylsbridge Office Park
Building 14| Block D | 11 Bylsbridge Boulevard
Cnr Jean Ave and Olievenhoutbosch Road | Centurion | 0157

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Finance and Procurement Department

Supply Chain Management

Request for Bids (RFB)

APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE GUARDING SERVICES FOR A PERIOD OF TWO (03) YEARS WITH AN OPTION TO RENEW AT PENNYVILLE HIVE - 114 NEW CANADA ROAD, PUTCOTON, PENNYVILLE, JOHANNESBURG, GAUTENG PROVINCE

Bid Information

Bid Number	01/KBP/2023/24
Bid Submission Date	05 May 2023 at 11:00am
Bid Duration	Three (03) years
Bid Validity Period from Date of Publication	120 days
Compulsory site inspection	21 April 2023 at 11:00am
Address for the compulsory site inspection	114 New Canada Road Putcoton Pennyville, Johannesburg
Bid Contact Person	Tamsanqa Mgudlwa on (012) 747-2540 tamsanqam@sefa.org.za/procurement@sefa.org.za Tebogo Seima (012) 748 9685 tebogoss@sefa.org.za/procurement@sefa.org.za
Evaluation Method: Points System	80/20
Deadline for Responding to Clarifications for this bid	28 April 2023
Fraud Hotline <i>to report any wrongful or criminal deception or coercion intended to result in financial or personal gain by any sefa employee or person involved in this bidding process</i>	0800 000 663 (For anonymous reporting)

1 Special Conditions and Requirement of Contract

Introduction and Background

- 1.1. Following a Cabinet decision and the State of the Nation address of 2011, the Small Enterprise Finance Agency (SOC) Limited (**sefa**), was established on 01 April 2012 in terms of section 3 (d) of the Industrial Development Corporation Act, No. 22 of 1940 (IDC Act). **sefa** is a wholly owned subsidiary of the Industrial Development Corporation (IDC) and brings together the activities of the three previous structures (Khula, **samaf** and the IDC small business activities).
- 1.2. **sefa** operates as a Development Finance Institution (DFI) to foster the establishment, development and growth of Small, Micro and Medium Enterprises (SMMEs) and contributes towards poverty alleviation, job creation and economic growth. **sefa** provides products and services to qualifying SMMEs as defined in the National Small Business Act of 1996, as amended in 2004, through a hybrid of wholesale and direct lending channels.
- 1.3. Khula Business Premises (Pty) Ltd (KBP) a wholly owned subsidiary of the Small Enterprise Finance Agency (**sefa**) wishes to appoint a security services provider registered with relevant authorities to provide the above service at its property as indicated below. The service provider shall comply with all relevant government legislation as well as comply with **sefa**'s terms and conditions. Service providers are invited to submit RFBs for provision of security services at 114 New Canada Road, Putcoton, Pennyville.

2. Bid Submission Requirements

- 2.1. Bids must be submitted in a **sealed envelope and marked** as follows:

ATTENTION: sefa SUPPLY CHAIN MANAGEMENT

Description of the Bid

Bid Number

Name of the Bidder

2.2. General Bid requirements

- a. Bid documents **must** be initialed on every page.
- b. Number of sealed envelopes/files must compose of one (1) **ORIGINAL** and one (1) electronic PDF **copy** of the original bid proposal document on a CD or flash drive.
- c. Submissions of the Bid responses **MUST** be made by depositing the Bid proposal into the Tender Box situated at **sefa** Head Office at the

physical address below on or before the closing date as stated on page 1 of this Request for Bid document under Bid Information.

- d. The bidder will bear all expenses associated with the preparation and submission of this Bid.

2.3. **sefa Physical Address**

Byls Bridge Building 14, Block D,
11 BylsBridge Boulevard,
Cnr Jean Avenue and Olievenhoutbosch Road
Centurion
0157

For more information, please visit the **sefa** website: www.sefa.org.za

2.4. **Bid Responses**

2.4.1. **Bid Format**

2.4.2. Bidders shall submit their bid response in accordance with the requirements as outlined in the Bid Response Template provided in Appendix 1.

2.4.3. Each section must be clearly marked, and the documents must be bound.

2.4.4. The RFB comprises a number of sections and the bidder's proposal must include all the required information and documentation as outlined in this RFB.

2.4.5. **General Conditions of Contract**

2.4.5.1. Completion of all Standard Bidding Documents (SBD by hand, attached in Annexures A, and adhering to all other requirements as outlined on each form. The following SBD and other forms must be duly completed and signed, and returned as part of the Bid Proposal:

- a. **SBD 1:** Invitation to Bid
- b. **SBD 4:** Bidders Disclosure
- c. **SBD 6.1:** Preference Points Claim Form.
- d. Original and valid **Tax Clearance Certificate(s)** (TCC) or *PIN* issued by SARS.
- e. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS
- f. Submission of a certified copy of a **valid B-BBEE certificate** issued through a SANAS Accredited Agency, with the exception of Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs).

These enterprises need to submit B-BBEE **sworn affidavits** as per the requirements of the Department of Trade and Industry (DTI) for qualifying enterprises except those who fall under the Construction Sector Charter Council (CSCC). Other sworn affidavits will not be accepted. The DTI and CSCC affidavit templates are available under Annexure C.

- g. National Treasury **Central Supplier Database (CSD) registration** (attached proof of registration).
- h. Submission of bidder's **Companies & Intellectual Property Commission (CIPC) registration documents**, listing all Directors or Shareholders and certified copies of the Identify Documents (ID) of Directors or Shareholders.

2.4.5.2. The successful bidder and its staff shall comply with all the laws of the Republic of South Africa and as it relates to this bid.

2.4.5.3. The bidder's staff must be South African citizens and **sefa** reserves the right to validate citizenship.

2.4.6. **Price Proposal**

- a. Bidders are required to complete and sign their pricing proposals.
- b. **NB:** Failure to complete and submit a pricing proposal, will lead to disqualification of the bid.

2.5. **Late Bids**

Bids submitted at the stated bid address, after the closing date & time, shall not be considered under any circumstances.

2.6. **Counter Conditions**

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by the bidder shall render the bid invalid.

2.7. **Bid Distribution**

- 2.7.1. The distribution of this RFB outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFB are advised to familiarise themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither **sefa**, nor any of their respective directors, officers, employees, agents, representatives, or advisors, accepts liability to any person or company for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain

legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.

- 2.7.2. Recipients of this RFB document may only distributed it to other parties whom they wish to involve as part of their bidder consortium in submitting a bid.

2.8. **Presentations**

sefa reserves the right to require that any bidder provides a formal presentation of its bid proposal, at a date and time to be determined by **sefa**. All instructions and clarification regarding the purpose and scope of the presentation/demonstration shall be provided by **sefa**. The bidder shall bear all expenses associated with the preparation of such presentations/demonstrations.

2.9. **Evaluation Process**

Bids shall be evaluated in terms of the process outlined below.

2.9.1. **Stage 1: Initial Screening Process**

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including the General Conditions of Contract as outlined in this RFB, stated Special Conditions of Contract; and pre-target requirements.

2.9.2. **Stage 2: Mandatory Evaluation**

Bids will be evaluated on Mandatory Requirements as outlined in **Annexure C**

NB: Failure to comply with the requirements in Stage 2 will lead to disqualification of the bid proposal.

2.9.3. **Stage 3: Evaluation of Proposal on Functionality**

- a) Bids will be evaluated on Functionality as outlined in **Annexure D.**
- b) All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for functionality out of 100 points.
- c) All bids that score less than **60 out of 100 points** on functionality shall not be considered further and shall be regarded as having submitted a non-responsive bid; and shall be disqualified.

2.9.4. **Stage 4: Evaluation of Proposal on Price and Preference**

- 2.9.4.1. Only bidders who scored 60 points or more out of a 100 on the functional evaluation will be evaluated during stage 4 on price and preference.

- 2.9.4.2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.

2.9.4.3. In terms of **80/20 points system**, points are awarded to bidders on the basis of:
The bid price (maximum 80 points)

Following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 points

Specific Goals for this tender and points that may be claimed are indicated per table below:

Criteria	POINTS
	(80/20 system)
Black ownership	10
30% Black Women Ownership	5
Any % of ownership by Black Designated Groups >0	3
Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE)	2
Total Points	20

Black ownership: 100% Black owned entities will score the full 10 points and between 51% - 99% black owned entities will score 4 points.

Black Designated Groups “means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;

- 2.9.4.4. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.9.4.5. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.
- 2.9.4.6. **sefa** may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 2.9.4.7. The points scored will be rounded off to the nearest 2 decimals.
- 2.9.4.8. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 2.9.4.9. However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.9.4.10. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 2.9.4.11. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 2.9.4.12. **sefa** reserves the right to enter into negotiations with the preferred bidder.

3. Post Award Conditions

- 3.1. The Service Provider must make sure that they comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, COIDA, PAYE etc.; and Certificate of compliance with the applicable Labour laws must be submitted together with the proposal.
- 3.2. **sefa** reserves the right to request the successful bidder and its employees to undergo a security vetting process.
- 3.3. Security services will be rendered during working hours from Mondays to Fridays, Weekends and public holidays unless otherwise specified.

- 3.4. The security services must always be executed under full time supervision by the successful bidder's supervisor(s) on continuous basis. **sefa** reserves the right to deploy its official to do supervision and routine inspections.
- 3.5. The successful bidder must provide monthly reports to the Building manager/or Properties' Facilitator when submitting an invoice for processing.
- 3.6. The successful bidder must ensure that their security staff is always dressed in a distinctive acceptable uniform when on duty.
- 3.7. A lock-up facility will be made available by **sefa** for the safekeeping of stock and equipment where possible.
- 3.8. The service provider must be liable for insuring his/her personnel against any injury or death.
- 3.9. The successful bidder's supervisor must report daily to **sefa's** (Building Manager/or Properties Facilitator) of any security incidents that occurred in the building.
- 3.10. The successful bidder shall supply the following monthly:
 - a. A summarized written report on specific problems or occurrences.
 - b. Suggestions on improved work methods and programs if any.
 - c. Tenants' complaints and remedial action.
 - d. All other matters related to this service.
- 3.11. It is the responsibility of the successful bidder and its personnel to comply with PSIRA, Health and Safety Act and any other applicable regulations.
- 3.12. **sefa** reserves the right to conduct due diligence prior to final award or any time during the contract period, this may include site visits.
- 3.13. **sefa** will not be held responsible in any way for any damages, losses, theft of equipment or any valuable of the successful bidder or injury of his/her employees while on site or in the execution of their duties.
- 3.14. Equipment brought onto or used on site must comply with the Occupational Health & Safety Act and any regulations promulgated in terms of this Act;
- 3.15. **sefa** shall not be held responsible in any way for any damages, losses, theft of equipment or any valuables of the successful bidder or injury of his/her employees whilst on site or in the execution of their duties.

4 Personnel Requirements

4.1 The successful bidder must ensure the following:

- a. That the staff working under this contract are in good health.

- b. That they are adequately trained prior to commencement of the contract.
- c. That replacement staff is available should the need arise. The bidder is obligated to inform **sefa** of any removal and replacement and the replacement of staff can only be done with the formal approval of **sefa**.
- d. Staff must be dressed appropriately and where required, staff uniforms must be in good condition.
- e. The bidder's staff must be South African citizens and **sefa** reserves the right to validate citizenship.

5 Service Level Agreement

- 5.1 The successful bidder will be required to enter into a Service Level Agreement with **sefa**.
- 5.2 A performance measurement processes will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.

6 Supplier Due Diligence

- 6.1 **sefa** reserves the right to conduct bidder due diligence to short listed bidders prior to final award or at any time during the contract period. This may include site visits if applicable.
- 6.2 **sefa** reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external services providers such as Credit Bureaus and the South African Police Services. By submitting a bid proposal, the bidder gives explicit approval for **sefa** to conduct such vetting requirements, as and when required.

7 Bid Cancellation

In the case of the cancellation of this RFB, **sefa** shall endeavour to inform all bidders, through the same medium used for the communication of the RFB.

8 Material Changes

- 8.1 Any material changes in the control and/or composition of any bidder or any core member of a bidder after submission of a Bid, shall require the prior written approval of **sefa**, and any failure to seek such approval from **sefa** shall result in **sefa** being entitled, in its sole discretion, to exclude the relevant bidder from any further participation in the bid process or to cancel the engagement. This shall be interpreted to include post appointment and subcontracting of work arising out of this bid to complete certain work.
- 8.2 **sefa** shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any bidder", and as to what constitutes a "core

member of a bidder” for purposes of such approval. Any request for such approval shall be made to **sefa’s** Supply Chain Management in writing and shall provide sufficient reasons and information to allow **sefa** to make such a decision. **sefa** reserves the right to accept or reject any such request for approval.

9 Communication

- 9.1 **sefa** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Such communications will be done via the Supply Chain officials listed as the contact persons for this bid process.
- 9.2 All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact persons for this bid process. Such communication shall be done in writing only.
- 9.3 Communication between the closing date and the award of the bid, between the bidder and other **sefa** officials or persons acting in an advisory capacity for the State, in respect of this bid, is prohibited.

10 Contact Details

Main Contact

Name : Tamsanqa Mgudlwa

Tel : (012) 747-2540

Email : tamsanqam@sefa.org.za/procurement@sefa.org.za

Alternative Contact

Name : Tebogo Seima

Tel : (012) 747 9685

Email : tebogoss@sefa.org.za/procurement@sefa.org.za

NB: Communication outside this platform is **strictly prohibited** and should bidders be found to be in contact with any of **sefa’s** staff members on matters relating to this bid, such bidders shall automatically be disqualified from this bid process.

11 Scope of Work / Terms of Reference

The Scope of Work / Term of Reference is attached as Annexure E.

Annexures

Annexure A	:	Standard Bidding Documents: SBD1 to 6.
Annexure B	:	Affidavit Templates for EMEs and QSEs
Annexure C	:	Mandatory Evaluation Criteria
Annexure D	:	Functionality Evaluation Criteria
Annexure E	:	Scope of Work / Terms of Reference
Appendix 1	:	Proposal Template

Standard Bidding Documents: SBD1 to SBD9 Forms

Document Name	File Name
SBD 1	 SBD 1.pdf
SBD 6.1	 6 1 2017.pdf
SBD 4	 SCM -Bid documents SBD 4.

Sworn Affidavits for EMEs and QSEs

Department of Trade and Industry (DTI) Templates

Applicable to all sectors except Construction

Available from the DTI:

https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-QSE-Gen.pdf

https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-EME-Gen.pdf

Construction Sector Charter Council (CSCC) Templates

Applicable for EMEs and QSEs in the construction industry, residing under the CSCC.

Available from the CSCC:

<http://www.cscconline.org.za/documents/Final%20CSC%20EME%20Affidavit%20-%20March%202018.pdf>

Annexure C

Small Enterprise Finance Agency (**sefa**) wishes to appoint a security service provider at one of its properties in Pennyville hive for a period of three years. The service provider must comply with the following requirement.

Mandatory Evaluation Criteria

Sub-Criteria	Description	COMPLY / NOT				
Proposal						
The service provider must provide sefa with a proposal with / under the						
Physical Address of site office	Bidder must have site offices that have a control room and be within 25 KM radius from Khula Business Premises (Pty) Ltd Property in Pennyville, Johannesburg as listed below:					
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Premises</th> <th style="text-align: center;">Address</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Pennyville Hive</td> <td>114 New Canada Road, Putcoton, Pennyville Johannesburg</td> </tr> </tbody> </table>		Premises	Address	Pennyville Hive	114 New Canada Road, Putcoton, Pennyville Johannesburg
	Premises		Address			
Pennyville Hive	114 New Canada Road, Putcoton, Pennyville Johannesburg					
Compliance to regulations & Standards	The service provider must demonstrate how the following applicable legislation and standards is adhered to.					
	a. Commencement of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001). Company registration with PSIRA. (The bidder must attach a PSIRA certificate on the closing date and time of the RFB)					
	b. The bidder must be registered with UIF in terms of Section 28 of the Unemployment Insurance Act (UIF) 1996. (The Bidder must submit a copy of UIF registration issued by the Department of					
	c. The bidder must be registered in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour. (Attach valid original certified copies of					

Sub-Criteria	Description	COMPLY / NOT
	d. State proposed salaries for each Grade as per Department of Labour Minimum Wage Determination. This must be based on the current rates (Attach proof	
	e. The Directors must be registered with PSIRA: (The Bidder must submit a valid copy of the PSIRA certificate for the Directors as proof)	

NB: Failure to comply with the Mandatory Requirements will lead to disqualification of the proposal.

Functional Evaluation Criteria

No	Technical / Functional Requirements		Weight	
1	Track record and Experience	<p>The service provider must provide at least three (03) contactable references on providing the guarding services projects in the past three years. Reference letters from previous and current clients on the client's letterhead, and the letter should contain the following</p> <ul style="list-style-type: none"> • Name of department/organisation; • Nature of work; • Duration of the contract 	40	
		No reference letters		No Point
		One reference letter provided		1 Point
		Two reference letters provided		2 points
		Three reference letters provided.		3 points
		Four reference letters provided.		4 points
		Five and more reference letters provided.		5 points
2	Proposed Key Personnel	<p>The proposed Supervisor for security officers to be deployed on site must have at least 3 years' experience including security qualification of PSIRA Grade B. Detailed CV of supervisor and PSIRA Number or PSIRA Certificate must be attached as a proof.</p>	15	
		No CV provided		0 Point
		One year of experience		1 Point
		Two years of experience		2 Points
		Three years of experience		3 Points
		Four years of experience		4 Points
		Five and more years of experience		5 Points

No	Technical / Functional Requirements	Weight												
	<p>The proposed eight (06) security officers to be deployed on site must have a minimum of three (03) years security services experience including security qualification of PSIRA Grade C. Detailed CVs and PSIRA Number or PSIRA Certificate must be attached as a proof.</p> <p>for each security officers must be attached as a proof.</p> <table border="1" data-bbox="483 629 1313 1077"> <tr> <td data-bbox="483 629 922 741">No CV provided /less than one year experience</td> <td data-bbox="922 629 1313 741">0 Point</td> </tr> <tr> <td data-bbox="483 741 922 797">One year of experience</td> <td data-bbox="922 741 1313 797">1 Points</td> </tr> <tr> <td data-bbox="483 797 922 853">Two years of experience</td> <td data-bbox="922 797 1313 853">2 Points</td> </tr> <tr> <td data-bbox="483 853 922 909">Three years of experience</td> <td data-bbox="922 853 1313 909">3 Points</td> </tr> <tr> <td data-bbox="483 909 922 965">Four years of experience</td> <td data-bbox="922 909 1313 965">4 Points</td> </tr> <tr> <td data-bbox="483 965 922 1077">Five and more years of experience</td> <td data-bbox="922 965 1313 1077">5 Point</td> </tr> </table>	No CV provided /less than one year experience	0 Point	One year of experience	1 Points	Two years of experience	2 Points	Three years of experience	3 Points	Four years of experience	4 Points	Five and more years of experience	5 Point	15
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Five and more years of experience	5 Point													

No	Technical / Functional Requirements	Weight										
3	<p>Proposed Methodology (Project Plan / Implementation Plan / Site Takeover Plan / Standard Operating Procedure)</p> <p>The bidder must provide a detailed proposal of the methodology approach to be used carry out the scope of work outline</p> <ul style="list-style-type: none"> i. Readiness (Logistics, Tools, Uniform, etc.); and ii. Time frame required to take over the site. iii. The bidder must submit the health & safety work plan/methodology iv. The bidder must submit contingency plan (e.g. dealing with absenteeism during strikes), v. The bidder must provide a proposed Standard Operating Procedure for the site. <table border="1" data-bbox="478 907 1257 1489"> <tr> <td data-bbox="478 907 1037 1019">The proposed methodology covers one of the required tender</td> <td data-bbox="1037 907 1257 1019">1 Point</td> </tr> <tr> <td data-bbox="478 1019 1037 1131">The proposed methodology that meets two requirements of the tender</td> <td data-bbox="1037 1019 1257 1131">2 Points</td> </tr> <tr> <td data-bbox="478 1131 1037 1243">The proposed methodology that meets three requirements of the</td> <td data-bbox="1037 1131 1257 1243">3 Points</td> </tr> <tr> <td data-bbox="478 1243 1037 1355">The proposed methodology that meets four requirements of the tender</td> <td data-bbox="1037 1243 1257 1355">4 Points</td> </tr> <tr> <td data-bbox="478 1355 1037 1489">The proposed methodology that meets the requirements of the tender</td> <td data-bbox="1037 1355 1257 1489">5 Points</td> </tr> </table>	The proposed methodology covers one of the required tender	1 Point	The proposed methodology that meets two requirements of the tender	2 Points	The proposed methodology that meets three requirements of the	3 Points	The proposed methodology that meets four requirements of the tender	4 Points	The proposed methodology that meets the requirements of the tender	5 Points	30
The proposed methodology covers one of the required tender	1 Point											
The proposed methodology that meets two requirements of the tender	2 Points											
The proposed methodology that meets three requirements of the	3 Points											
The proposed methodology that meets four requirements of the tender	4 Points											
The proposed methodology that meets the requirements of the tender	5 Points											
Total		100										

All bids that score less than 60 out of 100 points on functionality will not be evaluated further and will be disqualified

12 DE DILIGENCE

Caution: sefa reserves the right to conduct site inspection only to the top 5 bidders which has scored the highest points in line with the PPPFA and the amended regulations. Bidders which do not meet the site inspection requirement will not be considered. COVID 19 regulations will adhered to.

In the event that the site inspection is conducted the below conditions will be applicable:

Technical / Functional Requirements	
<p>sefa will conduct site visit to the shortlisted bidder's proposed building. Site visit/inspection will be conducted, and the observation will be used as part of the evaluation process. Prospective bidders must avail themselves or their representatives for inspection on the date and time to be communicated by sefa. Note: Site Visits will focus on the following:</p> <ul style="list-style-type: none"> a) Sample of uniform of security officers; b) Operational offices, the service provider must provide an armed response plan of within 25 km of its control room from sefa site; c) The bidder must have a fully operational control room/operational center with a base station for effective communication between the control room and sefa sites on a 24-hours basis. The control room must be manned 24-hours by well - trained security administrative officer d) Condition of equipment; and vehicles; and 	
The site visit covers one of the required tender scope.	1 Point
The site visit that meets two requirements of the tender scope.	2 Points
The site visit that where the supplier have operational office.	3 Points
The site visit that meets four requirements of the tender scope.	4 Points
The site visit that meets all the requirements of the tender scope.	5 Points

13 SCOPE OF WORK / TERMS OF REFERENCE

13.1 INTRODUCTION AND BACKGROUND

13.1.1 sefa owns the property in Pennyville Hive – 114 New Canada Road, Putcoton, Pennyville, Johannesburg, Gauteng that requires guarding services.

14 PURPOSE

14.1The Small Enterprise Finance Agency (**sefa**) wishes to appoint a security service provider who is registered with relevant authorities to provide protective security services at this property:

Premises	Address
Pennyville Hive	New Canada Road, Putcoton, Pennyville, Johannesburg, Gauteng

14.2The security service provider must comply with all relevant government legislation as well as comply with **sefa**'s terms and conditions.

14.3The contract is for a period of three (03) years.

14.4The anticipated commencement date is 01 August 2023.

15 SCOPE OF WORK

15.1The Security Service Provider will be required to provide guarding and patrol services on site as follows:

Mondays to Fridays = 24/7 hours.	
Saturdays = 24/7 hours.	
Sundays and Public holidays = 24/7 hours.	
Shifts:	
Day : 6am – 6pm	Night: 6pm – 6am

15.2 resource allocation and job requirements include the following:

Duty point	Position	Quantity	Job Purpose	Job requirements
Pennyville Hive	Security Guards	3x Day Shift 3x Night Shift	<ol style="list-style-type: none"> 1. Secure access and exit control and ensure entrances are free from any obstructions including informal traders. 2. Secure premises by patrolling the periphery of the building. 3. Report and supplying relevant information of major incidents to their control room (allocate unique OB number per incident). 4. Inspecting and ensuring offices are locked and secured after business hours. 5. Access to armed response if assistance required. 6. Weekly guard monitoring report submitted to client. 7. Monthly site report submitted to client. 	<ol style="list-style-type: none"> 1. South African with no criminal record. 2. Positive security clearance. 3. Grade 10 and must be proficient in English and any other South African language. 4. PSIRA Grade C

15.3 The Security Service Provider must provide for the following fully operational equipment:

Item Description	Pennyville Hive
Flashlights rechargeable/ with batteries per shift	3
Smart Phone	1
Batons per shift	3
Pepper sprays per security guard	6
Handcuffs and keys per shift	1
Guard monitoring system	1
2-way radios per shift	3

15.4 Bid Proposal Format

All bidders must return their proposals categorised and indexed under the following sections:

15.5 Section 1: Legislative Requirements

The bidder must supply the required documentation as outlined in this Request for Bid document as outlined in item 2.4.5.

15.6 Section 2: Company Profile & References

The bidder must attach a copy of the company's profile, clearly outlining the number of years with a clear indication of experience in the security industry. Reference letters, as outline in the evaluation criteria, must be submitted as part of this section.

15.7 Section 3: Qualifications, Skills and Experience

The bidder must complete the table in Section 3, outlining the qualifications of bidders' staff that will be assigned to deliver the service to **sefa**. Should any of these staff members be replaced, authorisation must be requested from **sefa**. The proposed replacement must meet the requirements as outlined in this SOW/TOR. A Curriculum Vitae must be attached for each staff member who will be assigned.

15.8 Section 4: Pricing Proposal

The bidder must submit a pricing proposal as outlined in the Bid Proposal.

15.9 Section 5: Additional Information

Any additional information pertinent to the proposal can be attached under this Section.

15.10 Bid Proposal Template

An electronic editable copy of the Bid Proposal Template will be available on the **sefa** website: <http://www.sefa.org.za/publications/tenders>

APPENDIX 1

Bid Proposal

Cover Page

APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE GUARDING SERVICES FOR A PERIOD OF THREE (03) YEARS WITH AN OPTION TO RENEW AT PENNYVILLE HIVE, PUTCOTON, PENNYVILLE, JOHANNESBURG, GAUTENG

Bid Number	
Company name	
Contact Person	
Telephone Number	
e-mail address	

Section 1: Legislative Requirements

Attach all required documentation behind this section.

Section 2: Company Profile & References

Attached company profile and reference letters behind this section.

Section 3: Qualifications and Experience

Complete the table below and attach Curriculum Vitaes as part of this section.

Name & Surname of Staff Member	Site Location	Qualifications	Years of Experience

Section 4: Pricing Proposals

1. Please indicate your total bid price here: R (VAT Incl.)
2. **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**
3. Are the rates quoted for the full period of the contract?

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.
4. All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

TABLE A: LABOUR

Day Shift Weekdays

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 36 Months
Pennyville Hive	3	1x B, 2x C		
Total Number of Security	3			

Night Shift Weekdays

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 36 Months
Pennyville Hive	3	1x B, 2x C		
Total Number of Security	3			

Day Shifts Weekends/Public holidays (Included in above rates (7 Days 24/7))

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 36 Months
Pennyville Hive	3	1x B, 2x C		
Total Number of Security	3			

Night Shifts Weekends/Public holidays (Included in above rates 7 Days 24/7)

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 36 Months
Pennyville Hive	3	1x B, 2x C		
Total Number of Security	3			

TABLE B: EQUIPMENT

Description for all mentioned sites	Quantity	Total fee
Flashlights rechargeable/ with batteries per shift	3	R
Smart Phone per site	1	R
Batons per shift	3	R
Pepper sprays per security guard	6	R
Handcuffs and keys per shift	3	R
Guard monitoring system per site	1	R
2-way radios per shift	3	R
Sub-Total (B) (VAT incl.)	R	

(Total bid Price)	
Sub-Total (A+B) VAT incl.	R

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	01/KPB/2023/24	CLOSING DATE:	05 May 2023	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE GUARDING SERVICES FOR A PERIOD OF TWO (03) YEARS WITH AN OPTION TO RENEW AT PENNYVILLE HIVE - 114 NEW CANADA ROAD, PUTCOTON, PENNYVILLE, JOHANNESBURG, GAUTENG PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bylsbridge Office Park					
Building14 Block D 11 Bylsbridge Boulevard					
Cnr Jean Ave and Olievenhoutbosch Centurion					
0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tamsanqa Mgudlwa		CONTACT PERSON	Tebogo Seima	
TELEPHONE NUMBER	012 747 2540		TELEPHONE NUMBER	012 747 9685	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tamsanqam@sefa.org.za		E-MAIL ADDRESS	tebogogs@sefa.org.za	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[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 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. 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 SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>

2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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:

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 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 /

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.



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

4 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 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

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.



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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 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 **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) 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	80
SPECIFIC GOALS	20
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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender



3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(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:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	10	
30% Black women ownership	5	
Any % of ownership by Black Designated Group >0	3	
Reconstruction Development Programme Objective: Promotion of SMEEs (Entities that are EME or QSE)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of company/firm.....

4.4. Company _____ registration _____ number: _____

4.5. 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]

4.6. 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 4.2, 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:



Dear Prospective Bidders

sefa takes a zero-tolerance approach to fraud, corruption and bribery.

sefa is committed to acting fairly, with integrity, in all its' relationships and business dealings both internally and externally (with its suppliers, contractors and other stakeholders).

Please note that under no circumstances will **sefa** ever require any payment to secure an award of an RFQ or a tender. Individuals that claim that an upfront payment to an individual, third party or a **sefa** official, is a blatant attempt at defrauding suppliers and such a scam must immediately be reported to the **sefa** Anti-Corruption line. **sefa** follows a fair, competitive and transparent procurement process in evaluating and awarding bids.

Should you or anyone wish to report any suspected fraud, corruption or bribery, you can BLOW the whistle by calling a free hotline on 0800 000 663

**FRAUD
ALERT!**

sefa warns the public of a scam on social media (LinkedIn) in which some individual claims to be a representative of **sefa**.

Please note that **sefa** does not charge any admin fee for application and we wont conduct business on social media.

PLEASE REPORT ANY SUSPICIOUS ACTIVITY TO **sefa** 0800 000 663 **sefa**

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

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)

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.