

PROVINCE OF THE NORTHERN CAPE

DEPARTMENT OF ROADS & PUBLIC WORKS



the dr&pw

Department:
Roads and Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

PROCUREMENT DOCUMENTS

FOR

**PROVISIONING OF SECURITY SERVICE FOR DEPARTMENT
ROADS AND PUBLIC WORKS FOR A PERIOD OF 36
MONTHS**

AT

BID NO: DRPW 003/2022

Project Manager

Mr: Alfred Mkhize

REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT ROADS AND PUBLIC WORKS)

BID NUMBER: DRPW 003/2022 CLOSING DATE: 11 October 2022 CLOSING TIME: 11H00am

DESCRIPTION: PROVISIONING OF SECURITY SERVICES FOR A PERIOD OF 24 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)

DEPARTMENT OF ROADS AND PUBLIC WORKS, 9/11 STOKROOS STREET, TEBOGO LEON TUME COMPLEX

SQUAREHILL PARK

KIMBERLEY, 8301

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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<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)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

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 ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> <p>NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</p>

If the correctional fluid is used to correct signatures, prices and descriptions this **will** lead to bids being regarded as non-responsive.

IMPORTANT NOTICE

NOTICE 1



A COMPULSORY INFORMATION SESSION WILL BE HELD ON:

VENUE: Department of Roads and Public Works
9/11 Sotkroos Street
Tebogo Leon Tume Buildig

DATE: 23 September 2022

TIME: 10H00am

CONTACT PERSON: MR. T.Mgijima or Mr A Mkhize

PHONE NO: 053-839 2299 or 053 839 2287

BIDDERS WILL ALSO BE REQUIRED SIGN AN ATTENDANCE REGISTER
AND MAKE SURE THAT THEIR COMPULSORY BRIEFING SESSION
CERTIFICATE IS SIGNED BY THE REPRESENTATIVE OF DEPARTMENT

IMPORTANT NOTICE

NOTICE 2



PLEASE NOTE THAT THIS BID CLOSING AT
TEBOGO LEON TUME COMPLEX AT 9 -11
STOCKROSS STREET, SQUAREHILL, KIMBERLEY,
8301

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.

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

LIST OF RETURNABLE DOCUMENTS

Returnable Documents marked with an X in the Yes column must be completed and submitted with the bid, failure to comply with the requirement may invalidate your bid

No	Returnable Document	Yes	No
	RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE		
1	Compulsory Briefing Session Certificate	X	
2	Resolution of Board of Directors	X	
3	Resolution of Directors Enter into Consortia of Joint Venture (if applicable)	X	
4	Special Resolution of Consortia or Joint Ventures (if applicable)	X	
5	Schedule of Proposed Subcontractors (if applicable)	X	
6	Capacity of the Tenderer	X	
7	NCP Standard Bidding Documents	X	
11	General Condition of Contract (as attached to bid document)	X	
12	Special Condition of Contract (as attached to bid document)	X	
14	Price breakdown Schedule as requested in TOR	X	
15	Legal Joint Venture Agreement (if applicable)	X	
16	Central Supplier Database Report or Number	X	
	RETURNABLE DOCUMENT NOT FOR EVALUATION PURPOSE – INCORPORATED IN A CONTRACT		
19	Service Level Agreement (only with successful bidder)		X

SITE CLARIFICATION MEETING CERTIFICATE

Project title:	DRPW 003/2022 PROVISIONING OF SECURITY SERVICES FOR THE DRPW FOR A PERIOD OF 24 MONTHS
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This is to certify that I, _____ representing
_____ in the company of _____ visited
the site on: 23 September 2022

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Mr A Mkhize		
Name of DEPT Representative or Project Leader	Signature	Date 23/09/2022

**NB: ANY OTHER QUESTIONS RELATING TO THE BID, TECHNICAL OR OTHERWISE
MUST BE ADDRESS IN WRITING TO THE SECURITY MANAGER BY THE 03
OCTOBER 2022 BEFORE END OF BUSINESS 16H00.**

NO OTHER QUESTION WILL BE ACCEPTED AFTER THIS DATE.

EMAIL: AMKHIZE@NCPG.GOV.ZA

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

DRPW 003/2022 ROVISIONING OF SECURITY SERVICES FOR A PERIOD OF 24 MONTHS

(project description as per Bid / Tender Document)

Bid / Tender Number: DRPW 003/2022 (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as : _____ (Position in the Enterprise)

and who will sign as follows: _____
be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	<i>Name</i>	Capacity	Signature
1			
2			
3			
4			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

DRPW 003/2022 ROVISIONING OF SECURITY SERVICES FOR A PERIOD OF 24 MONTHS

(Project description as per Bid /Tender Document)

Bid / Tender Number: DRPW 003/2022 *(Bid / Tender Number as per Bid /Tender Document)*

4. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	<i>Name</i>	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

	<i>Name</i>	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: DRPW 003/2022 *(Bid / Tender Number as per Bid /Tender Document)*

B. Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Business address: _____

_____ (code)

Postal Address: _____

Telephone number: _____ (code)

Fax number: _____ (code)

	<i>Name</i>	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. We confirm that all subcontractors who are contracted to provide security services are registered with PSIRA

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			
	Name of representative	Signature as per resolution of board of directors	Capacity
			Date
	Name of organisation:		

CAPACITY OF TENDERER

1. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled employees		Unskilled employees employed
Categories staff	Number	Categories of employees

- 1.1. **Provide full particulars of:**

Machinery	Plant	Workshops

2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**Current Projects (please attach annexure if space is insufficient)**

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence- ment	Scheduled date of completion

Confidential

Previous projects (please attach annexure if space is insufficient)

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	End Date

Name of Bidder	Signature as per resolution of board directors	Date

TAX REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligation

It is therefore essential to ensure that the person conducting business with the state are tax compliant at the awarding of price quotations or competitive bids as no price quotation or competitive bid may be awarded to persons who are not tax compliant

National Treasury Regulation 16A9.1 (d) requires an Accounting Office and Accounting Officer to reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that, that supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations

The Central Supplier database and tax compliance status PIN are approved methods that will be utilized to verify tax compliance as the SARS does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidder to print their own TCC which they can submit with their bids or price quotations

Where the recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliance status and will be granted seven calendar days, the bidder must then provide the procuring entity with proof of its tax compliance status, which will be verified on CSD or eFiling.

The Accounting Officer and Accounting Authority will reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status in terms of above.

Bidders are required to indicate their eFiling pin number, for the purpose of Tax Clearance Certificate / or Tax Complaint status verification

IMPORTANT NOTICE



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

1. The notes refer inhere, should be read in conjunction with the NCP 4 Questionnaire document.
2. It should be noted that the NCP4 Questionnaire serve as a tool to determine any conflict of interest that might rise, between the State and the Prospective bidder, or prospective bidder with other bidders bidding for the same project, or bidders with state officials who are part of the evaluation or adjudication process, or bidders with the other company/ business which does not bid for the same bid.
3. Bidders who fails to complete this questionnaire, to their best knowledge and in full, will result the bid being non responsive (Non Complaint). It should be noted that information furnished by bidder in response to NCP4 Questionnaire, its regarded as correct and true information, if it is found and proofing the state that the information provided by the bidder is not correct and not true, the state will regard the information as the intention of the bidder to mislead the state in the process of evaluating and adjudicating the bidder, therefore will render the bid being non responsive or non-complaint.
4. In case where the information furnished by the bidder in response to NCP4 Questionnaires is false, and its only realised after the bid has been awarded to the bidder, the state will take legal actions against the bidder, of which remedial action could be-:
 - a. Payment of penalties determine by court
 - b. Cancellation of the Project awarded
 - c. Listing of the Bidder and its Directors on National Treasury Database of Restricted Bidders.
5. Bidders are advised to mark only the correct or applicable answer to the questions, and the other option/ answer must be left unmarked. This relates to answering Yes Or No Questions.

Paragraph 2 (2.1 - 2.1.1)

Please note that “the state” means:

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- The department is at liberty to use the current project as reported in the bid document to confirm responses on this paragraph as well as any other means of information available.
- Previous Twelve months in this context, is calculated back from the closing date of the bid to the same date, month of the previous year.
- The bidder should disclose any work done for the state in this period.

Paragraph 2.3

- Please note that “Any interest in any other related companies ” in this context, means any business shares, directorship of directors/shareholders of the bidding company in other entity, company, business, that should be disclosed.
- The department is at liberty to use CIPC to confirm any interest in any other related companies.
- Please ensure that the document is fully completed, that is, if a paragraph/question (2.1 to 2.6) is not applicable to you indicate “N/A”. Please tick or circle the correct answer when responding to paragraph/questions 2.7 to 2.11, and provide information on allocated spaces ONLY (if applicable).

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
TRANSPARANCY AND THE TIMEOUS
CONCLUSION OF BIDS**

BIDDER'S DISCLOSURE (SBD4)

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 / 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**

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.

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 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.

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.

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 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

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<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"/>
-----	--------------------------	----	--------------------------

Confidential

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;

Confidential

- 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:

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Department of Roads and Public Work** in accordance with the requirements and specifications stipulated in bid number DRPW 003/2022 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid; Pricing schedule(s); Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; Declaration of interest;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1.....
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

2.....
SIGNATURE

.....
SURNAME AND INITIALS

FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Department of Roads and Public Works in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DRPW 003/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid; Pricing schedule(s); Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017; Declaration of interest;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1
SIGNATURE

.....
NAME AND INITIALS

DATE:.....

2
SIGNATURE

.....
SURNAME AND INITIALS

TERMS OF REFERENCE

**DEPARTMENT OF ROADS AND PUBLIC WORKS,
NORTHERN CAPE**

**SPECIFICATIONS FOR SECURITY TENDER
FINANCIAL YEAR 2022/2023**

Approved by Accounting Officer

Dr J. Mac Kay

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1. BACKGROUND

The Department of Roads and Public Works currently consist of nineteen sites which are located in five districts as follows: - Francis Baard District: Tebogo Leon Tume Complex, Northern Cape Fleet Management Trading Entity, Southern Life Building, Francis Baard Workshop, Jan Kempdorp roads camp, ZF Mgcawu District: Ntsikelelo Mbetha Complex , Upington roads camp and Postmansburg roads camp. John Taolo Gaetsewe district (JTG) Mothibistad district office, mechanical workshop, Kuruman workshop and Dithakong roads camp. Pixley kaSeme District: De Aar district office, Prieska Swelolepele Training Centre, De Aar Technical Services and Colesberg roads camp, Namakwa district` Springbok district office, Calvinia roads camp, Fraserburg roads camp.

2. TENDER SPECIFICATIONS

See Annexure A for the Tender Specification.

The Department of Roads and Public Works (DRPW) requires a preferred bidder to provide physical security services through officers, access and exit control, which will include the CCTV cameras monitoring. The supply of relevant information to visitors and management of Electronic Security System over weekends, after hours and on public holidays, the security of buildings and the premises in emergency situations. The main scope of the provision of security services to the DRPW is focused on where the highest visitors and staff activities takes place, but does not exclude the more remote areas. The preferred bidder is required to provide guarding services, 24 hours a day, 365 days a years as specified. It is a 2 year (24 months) contract which will be reviewed, based on performance, every six (6) months from the date of commencement.

3. SITE VISIT

This is compulsory and will be conducted at the time and date given below:

Date : [23/09/2022]
Time : 10h00AM
Venue : Tebogo Leon Tume Complex
9-11 Stokroos Street
Squarehill Park
KIMBERLEY
8300

4. DEFINITIONS

4.1 Security Officer means a security officer, Grade A, B & C

Security officer Grade A:

means an employee who performs any one or more of the following duties:

- a) Advising or reporting on any matter affecting guarding or protection services;
- b) Assisting in the screening of candidates for employment;
- c) Assuming responsibility for staff training;
- d) Drawing money at banks or similar institutions;
- e) Drawing money or cheques or taking possession
- f) Guarding or protecting goods;
- g) Supervising subordinate staff;
- h) Who may drive a motor vehicle in the performance of any or all the employee's duties; and
- i) Who may be called upon to perform any or all of the duties of a security officer, grade B.

Security officer Grade B:

means an employee who performs any one or more of the following duties, namely supervising, controlling, instructing or training security officers, grade C,D or E or general workers and reporting thereon to an employee or any other specified person, and who may-

- a) Drive a motor vehicle in the performance of any or all of the employee's duties;
- b) Be called upon to perform any or all of the duties of a security officer, grade C.

Security officer Grade C:

means an employee who performs any or more of the following duties-

- a) Conduct access control for all vehicles and pedestrians.

- b) Control the use of the parking area.
- d) Supervising or controlling Security Officers, grade D or E;
- e) Driving a motor vehicle in the course of supervising or controlling Security Officers grade D or E;
- f) Driving a motor vehicle for the purpose of transporting security officers; and
- g) Who may be called upon to perform any or all of the duties of a Security Officer, grade D or E.

4.2 Re-assignment

To be assigned to a new position, duty, or location upon receiving written instructions to do so.

4.3 Response time

Mean the time lapsed from the time the call-out is logged by the system operator or person making the call, until the preferred bidder responds on site. A record will be kept in the control logbook.

4.4 Repair time

Mean the maximum time taken by the preferred bidder to repair the fault, in order to limit the downtime of the system to a minimum. Repair time will be measured from the time the preferred bidder's response on site is logged, until such time as the fault is rectified.

5 GENERAL TERMS

5.1 COMPANY PROFILE

Minimum of Five (5) years' experience in the security guarding and electronic security systems environment. (Provide description, extent of work done and reference for verification purposes)

The financial ability of the Company to finance tender from start to end. The preferred bidder must submit the financial bank guarantee for at least three months.

5.2 GUARDING FUNCTION

The guarding function relates to the six (6) essential and interdependent elements of a physical security system:

- Physical Security
- Monitoring Procedure
- Access Control
- Patrol Procedure

- Fire Control and Detection
- Contingency Planning

5.3 TRAINING REQUIREMENT OF SECURITY OFFICERS

- Grade A/B/C
- First Aid training (Level 1&2)
- Basic firefighting (level 1)
- Surveillance knowledge/background
- PSIRA registration

5.4. THE PREFERRED BIDDER MUST AGREE TO THE FOLLOWING

- 5.4.1 Reliability checks and security vetting by the relevant authorities (SSA) on the company employees, each and every Director employed within the company or any member listed as part of the Close Corporate prior to signing of the awarded contract;
- 5.4.2 Security screening of every officer that is employed with the company and that is supplied to render service to the DRPW;
- 5.4.3 Agrees that the DRPW has the right to screen and confirm any security competency of the Company with the relevant statutory authorities should the need arise, and to conduct after hours site inspections at any time at the discretion of the DRPW. These inspections will include but not limited to inspections of Security officers, occurrence books, uniforms, security registers and equipment;
- 5.4.4 The successful bidder will be required to sign a Declaration of Secrecy and will ensure that all its personnel employed at its Company signs the said document before commencing with the contract;

5.5 RIGHTS AND DUTIES

The application of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended.

The application of the Criminal Procedure Act 51 of 1977 Section 20, 23(b), 24, 29, 42, 46, 48, 49, 50, and 51 as amended.

5.6 SPECIAL REQUIREMENTS

- 5.6.1 The Security officers on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs, torch and pepper spray. Night shift personnel must be in possession of a reflector jacket branded with the company name.

- 5.6.2 The Security officers must be equipped with a two-way radio, which is linked to their headquarters. If headquarters are not in Kimberley there must be a fully functional control room established at your own cost in Kimberley and the control must operate 24 hours.
- 5.6.3 The security must also be issued with the relevant seasonal clothing in order for them to execute their duties, e.g. Winter jackets, rain coats, etc. Uniform should be issued in adherence to Private Security Industry Regulations, 2002 paragraph 13 as amended.
- 5.6.4 Attendance registers/time sheets with invoices per site for payment to be submitted to DRPW by the 15th of each month.
- 5.6.5 The DRPW reserves the right to increase or decrease security officers or alter the guard category at any existing or new location.
- 5.6.6 A strike or lockout at the DRPW shall not affect the preferred bidder's obligation to render security services.
- 5.6.7 The preferred bidder shall continue fulfilling all contractual services and obligations irrespective of any labour/industrial action that may arise (strike, lockout, picketing, downing tools, go-slows) by their employee.
- 5.6.8 If security services are suspended due to circumstances beyond the control of either the preferred bidder or DRPW (e.g. natural disaster, etc.) the suspension of security services shall be without cost to either party.
- 5.6.9 The preferred bidder shall be responsible to provide services to the DRPW as set out in the Service Level Agreement.
- 5.6.10 The preferred bidder must provide properly trained back-up support for replacement due to absenteeism within an hour in a multi-guard location or half an hour at a single guard location of being made aware of such absences.
- 5.6.11 Patrol officers shall be familiar with the work sites under their jurisdiction.
- 5.6.12 The preferred bidder shall supply vehicles for inspections or supervisory services daily and a continuous communication link to their patrol officers and security control room.
- 5.6.13 New or replacement officers shall not be assigned to Northern Cape DRPW sites until they are suitably trained; familiar with their required duties and security screened by SAPS and a copy of the fingerprint clearance certificate handed to the Security Manager or to the project leader.
- 5.6.14 Preferred bidder supervisor shall be responsible for consulting with the Northern Cape DRPW Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job-training.
- 5.6.15 During break periods, security personnel shall be required to remain on the site and be subject to

a call back to duty in the event of an emergency situation.

- 5.6.16 Property supplied by Northern Cape DRPW to security officers under the contract shall remain the property of the Northern Cape DRPW.
- 5.6.17 In the event of any misuse or abuse of equipment or departmental property the preferred bidder shall be held accountable.
- 5.6.18 The use of departmental property by security officers shall be for official business purposes only.
- 5.6.19 The preferred bidder is required to ensure effective and efficient security systems are in place to prevent the following: incidents that may arise from inappropriate attendance, break-ins, theft, misconduct, sub-standard performance, insufficient training, and failure to provide back up support and the supply of unqualified security officials. Failure to comply with the above, will result in financial /or any liability.
- 5.6.20 Security officials shall observe and comply with any legislation, departmental policy, security plan, directives, standing orders or other procedures
- 5.6.21 Security officials shall either enforce and/or report on non-compliance to any legislation, departmental policy, security plan, directives, standing orders or other procedures which might affect the security operations to DRPW Security Manager and to Institutional Support Managers at district offices.
- 5.6.22 The Northern Cape DRPW has the right to amend, modify and re-issue Post orders or other special orders. This modification to be made to the basic Service Level Agreement (SLA) unless such changes will increase or decrease the number of work hours required and results in a increase in cost then such modification will not be implemented.
- 5.6.23 Northern Cape DRPW reserves the right to have the preferred bidder to remove and replace incompetent security officials immediately from the site and conduct inspections regarding behavior, appearance and performance and determine security official suitability on re-assignment.
- 5.6.24 The preferred bidder shall not deploy security officers that have been on duty for more than 12 consecutive hours and the officers shall have had a break of 8 hours between shifts; applicable labour legislation and agreements must be adhered to.
- 5.6.25 The preferred bidder shall furnish security officers with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.
- 5.6.26 The preferred bidder shall use accredited personnel to provide on-the-job training at no cost to the department before new security officers are assigned or re-assigned to a post on their own.

5.7 INDEMNITY

The Northern Cape DRPW shall not be held liable for any injury, loss or damage to the security officers, equipment or vehicles whilst on the premises of DRPW. The DRPW reserves the right to disqualify any bidder who fail to comply with the submission of a Public Liability Certificate during the bidding process.

5.8 TRANSFER AND CESSION

The preferred bidder shall render the security service. The use of preferred bidders will not be allowed without prior written approval by the DRPW.

5.9 REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

Preferred bidder must provide full details of registration for both the company and the individual workers. Preferred bidder must provide full details of PSIRA registration for both the company and its directors (owners), and proof of up-to-date payment of PSIRA annual fees, provident fund and UIF registration. Certified copies of PSIRA registration certificates and/or any other document(s), if not, the bid will be non-responsive and shall be disqualified by DRPW.

5.10 DECLARATION OF SECRECY

Any information provided to the preferred bidder during the course of the contract or obtained by a security officer(s) and technical response team during the course of duty shall be treated as strictly confidential. Under no circumstances may information be divulged to third parties or any other person. Officers deployed to Northern Cape DRPW is required to sign the Declaration of Secrecy with the Security Manager. Unauthorized disclosure of information will lead to termination of the contract.

5.11 FINGERPRINT CLEARANCE

All security officers, standby security officers and technical response team performing duty for the preferred bidder must submit his/her SAPS fingerprint clearance report prior to commencement date of the contract.

5.12 ADMINISTRATION

Reports and records (which include security registers as per security policy) prepared by security officers regarding their duties and responsibilities of assignment required by the preferred bidder should be made available to Security Management of Northern Cape DRPW. Security reports must be written by the preferred bidder to the security establishment of the department monthly (e.g. every 15th of each month).

6. PRICING

6.1 The following conditions shall be applicable and forms an integral part of the bid document specifications, non-compliance will lead to your bid being invalid:

6.1.1 The preferred bidder shall pay its employees the minimum monthly basic wage, as prescribed for the area concerned in the Basic Conditions of Employment Act, No. 75 of 1997 as amended, Labour Relations Act, 1995, Sectoral Determination of the Private Security Sector with promulgated Government Gazettes.

6.1.2 Prices per security officer shall be all-inclusive i.e. Remuneration Package per year including provident fund, UIF, premium allowance, medical cover, leave provisions and other benefits;

6.1.3 Price escalation will depend on the current CPI index and guideline provided by National Bargaining Council for the Private Security Sector.

6.1.4 All Bidders are required to make provision for the payment of Value Added Tax which should be included in the bid price as well as make provision for the payment of all SARS taxes and UIF as required by law. **Failure by bidders to include this does not create any obligation on DRPW to make allowance for it once the Contract is awarded.**

7.1 Subcontracting

7.1.1 It is a condition of this tender that the Successful Tenderer **must** subcontract a minimum of 30% of the contract value to: an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas. **(Frances Baard District, ZF Mgcawu District, John Taolo Gaetsewe District, Pixley Ka Seme District and Namakwa District).**

7.1.2 The Subcontractor/s shall meet the following requirements, as a single entity or Joint Venture

- i) be an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas in all districts and
- ii) PSIRA registration for subcontractors

7.1.3 Note to Bidders: A list of suppliers registered on a database approved by the National Treasury as per Regulation 9.3 will be given to successful tenderer. The Tenderer is not limited to this list; however, it remains the responsibility of the Tenderer to verify the PSSIRA, QSE or EME status of the Subcontractors with: $\geq 51\%$ ownership by Black people living in rural or undeveloped areas of all districts

ANNEXURE A:

SECURITY STAFF REQUIREMENTS FOR THIS CONTRACT:

1. INDUCTION AND PLACEMENT OF OFFICERS

The Preferred bidder's staff members will have to undergo induction training regarding the site and the Emergency Plan for the buildings. This induction is compulsory and must be attended by the preferred bidder's supervisors and senior security officers. Any new employee must first be inducted before placement on the sites.

The inheritance of existing security officers from previous preferred bidders may be discussed with the preferred bidder.

2. SECURITY OPERATION MANAGEMENT EXCELLENCE

- a) All shifts are 12 hours and start 06:45 for 07:00 and 16:45 for 17:00
- b) The one shift will take over from the other at any specific station to ensure continued surveillance/control.

3. ACCESS CONTROL

The officers at the main gate must:

- Obtain clearance for and register every vehicle in the vehicle register.
- Obtain clearance for all pedestrian visitors or direct them to the reception.
- Obtain clearance or a gate pass for any DRPW property leaving the premises at any given time.
- Always be visible and in close proximity to the main entrance.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.

TEBOGO LEON TUME COMPLEX - KIMBERLEY			
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Boom Gates & Vehicle entrance	<ul style="list-style-type: none"> Access control for all vehicles and pedestrians.(searches to be conducted) Be a central information point for official visitors to DRPW Control vehicle access for functions in DRPW, visiting, boardrooms. Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc) Checking of perimeter fence per day and reporting on problems in the area close to the gate Assist in emergency responses. Use all gate registers e.g. staff after hours register <p>Visitors register, Government Vehicle Control register, exhibit register (own property register)</p> <ul style="list-style-type: none"> Completion of pre and post vehicle inspection sheet and Inspect trip authority 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	<p>Two-way radio</p> <p>Torch</p> <p>Pocket Book and pen</p> <p>Occurrence Book</p> <p>Handcuffs</p> <p>Pepper spray</p> <p>Clocking tags</p> <p>Normal baton</p> <p>Relevant registers as per Security Plan</p>
Turnstile & Reception	<ul style="list-style-type: none"> Access control for all officials and visitors that enters/exits via gate by foot Monitor illegal entry in the building.(searches) Assist in emergency responses 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	<p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p> <p>Relevant registers as per Security Plan</p>
All gates	<ul style="list-style-type: none"> Access control for all vehicles and pedestrians. To control the number of cars in the parking area. Monitor illegal access to the building 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	<p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p>

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	<ul style="list-style-type: none"> • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 		<p>Clocking tags</p> <p>Hand-cuffs</p> <p>Relevant registers as per Security Plan</p>
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Control Room	<ul style="list-style-type: none"> • Monitoring perimeter (fence) • Checking patrols (night shift & weekends) must be reported to Security Management • Reviewing previous days on cameras • Checking Access Control system's information • Activating and Deactivate of access cards of DRPW employees • Changing the monitors and cameras where there is possibility for thieves to get access. (blind spots) • Monitoring Ministry's access doors.(Needs to be in a working condition at all times) • Refreshing and resetting of doors when power failure occurred. (UPS) • Printing out of access control system information. • Report ALL incidents, reviews and patrols to Security Management at Head office and at District Offices) • Switching on of computers, joysticks and monitors (control room equipment must be operational at all times) 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	<p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p> <p>Normal batons</p> <p>Hand-cuffs</p> <p>Occurrence Book</p> <p>Clocking tags</p> <p>Normal baton</p> <p>Relevant registers as per Security Plan</p>

NORTHERN CAPE FLEET MANAGEMENT TRADING ENTITY BUILDING (AKA – GOVT.GARAGE)			
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Boom Gates & Vehicle entrance	<ul style="list-style-type: none"> Access control for all vehicles and pedestrians. Be a central information point for official visitors to DRPW Control vehicle access for functions in DRPW, visiting, boardrooms. Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc) Checking of perimeter fence per day and reporting on problems in the area close to the gate Assist in emergency responses. Use all gate registers e.g. staff after hours register Visitors register, Government Vehicle Control register, exhibit register (own property register) Complete pre and post vehicle inspection sheet Inspect trip authority 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket Book and pen Occurrence Book Handcuffs Pepper spray Clocking tags Baton
Reception	<ul style="list-style-type: none"> Access control for all officials and visitors that enters/exits via gate by foot Monitor illegal entry in the building. Assist in emergency responses Confirm visitors with the host 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Relevant registers as per Security Plan
All gates	<ul style="list-style-type: none"> Access control for all vehicles and pedestrians. To control the number of cars in the parking area. 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch

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	<ul style="list-style-type: none"> • Monitor illegal access to the building • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 		<p>Pocket book and pen</p> <p>Clocking tags</p> <p>Hand-cuffs</p>
Control Room (where applicable)	<ul style="list-style-type: none"> • Monitoring perimeter (fence) • Checking patrols (night shift & weekends) must be reported to Security Management • Reviewing previous days on cameras • Checking Access Control system's information • Activating and Deactivate of access cards of DRPW employees • Changing the monitors and cameras where there is possibility for thieves to get access. (blind spots) • Monitoring MEC's access doors.(Needs to be in a working condition at all times) • Refreshing and resetting of doors when power failure occurred. • Printing out of access control system information. • Report ALL incidents, reviews and patrols to Security Management • Switching on of computers, joysticks and monitors (control room equipment must be operational at all times) 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	<p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p> <p>Clocking tags</p> <p>Hand-cuffs</p> <p>Normal baton</p> <p>Relevant registers as per Security Plan</p>

DISTRICTS BUILDINGS: FRANCES BAARD, DE AAR, SPRINGBOK, KURUMAN, UPINGTON			
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Reception areas	<ul style="list-style-type: none"> Access control for all officials and visitors that enters/exits via gate by foot Monitor illegal entry in the building. Assist in emergency responses Confirm visitors with the host Escorting of visitors 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking tags Normal baton Relevant registers as per Security Plan
All gates	<ul style="list-style-type: none"> Access control for all vehicles and pedestrians. To control the number of cars in the parking area. Monitor illegal access to the Department. Control the use of the parking area. Monitor the parking area for criminal activities Assist in emergency response. Use security registers: visitors register, staff after hours register, Government vehicle gate control register, exhibit registers (own property register) Completion of pre and post vehicle inspection Inspect trip authority 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking batons Hand-cuffs Clocking tags Normal baton Relevant registers as per Security Plan
ALL BUILDINGS			
Site Supervisor	<ul style="list-style-type: none"> Supervise the officers on site and ensure full compliance to the SLA Respond to panic alarm activation. 	No criminal offence; South African; Grade 12; PSIRA Grade A; SASSETA accredited firearm certificates; valid unendorsed driver's	Two-way radio Licensed firearm (private preferred bidder)

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	<ul style="list-style-type: none"> • Call for back up from SAPS • Respond to building and fence alarms, panic button activations or any other emergency that can occur on the premises. • Deploy security personnel at various duty points; and manage/supervise preferred bidder staff deployed on the premises. • Assist in emergency responses • Relieve any of the other officers for body breaks (short periods), if require, to ensure all posts are manned at all times. • Patrol the premises for criminal activity. • Monitor illegal access to the buildings • Monitor suspicious persons entering the buildings • Inspect the proper use of all gate registers 	<p>license; positive security clearance; Proficient in English; and service excellence</p>	<p>Light vehicle Torch Pocket book and pen Occurrence Book (OB) Hand-cuffs Clocking tags Normal baton Relevant registers as per Security Plan Incident register</p>
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NOTE: The number of security officers may be reviewed as and when required and such will be communicated to the Preferred bidder in order to amend their monthly invoice in line with the actual number of security officers.

CLOCKING POINTS AT DEPARTMENT OF DRPW (TEBOGO LEON TUME COMPLEX KIMBERLEY)

DUTY POINT	NUMBER OF CLOCKING POINTS FOR THE SECURITY GUARD	COMMENTS
Guard Room	1 Clocking point <ul style="list-style-type: none"> On the fence outside guard room 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Management building entrance	2 Clocking points <ul style="list-style-type: none"> Reception Behind entrance HoD office 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Ministry Side	2 Clocking point <ul style="list-style-type: none"> At the entrance door On fence rear side of the Ministry office 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Archives	1 Clocking point <ul style="list-style-type: none"> Next to the entrance door 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Back gate	2 Clocking point <ul style="list-style-type: none"> On fence next to block "B" emergency exit gate Back corner of block "C" along the fence 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Official's parking area	1 Clocking point <ul style="list-style-type: none"> On fence at wooden guardhouse of parking 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Block B (Finance building)	1 Clocking point <ul style="list-style-type: none"> Next to the main entrance door 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.

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Management block	1 Clocking point <ul style="list-style-type: none"> Behind CFO office building next to Ministry vehicle entrance gate 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
SCM house	1 Clocking point <ul style="list-style-type: none"> On building opposite block "A" (HRM) 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
Communication and Marketing building	1 Clocking point <ul style="list-style-type: none"> Next to the entrance door 	Security Guard to clock every 30 minutes. The patrol guard to clock within 30 minutes interval.
	Total of 14 clocking points (subject to be review)	

LANGUAGE PROFICIENCY

All officers must be proficient in English and at least one other official language. Due to the nature of our business, communication is essential and it is therefore required that officers must be able to read, write and communicate effectively in English (Preferably with Grade 12 certificate).

SUPERVISION OF WORK

The Preferred bidder will supervise and exercise proper control over security personnel and shall not hold the department liable for any loss or injury caused to the said personnel. The Preferred bidder will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

RESPONSIBILITIES

The Preferred bidder will provide and take responsibility for the following:

- Security officers
- Installing, controlling & auditing check points where officers are patrolling.

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- Access control books and OB books
- Rechargeable torches
- Two-way radios and register on frequency
- Security registers
- Monitor CCTV cameras

The department of DRPW will take responsibility for the:

- Provision, upkeep and maintenance of the guard house and toilet facility.
- Provision, upkeep and maintenance of all gates
- Provision of operational procedures & requirements.
- Provision, upkeep and maintenance of three telephone extensions at the Security gates, Reception area and Control room.

Annexure A (1)

SITE PER DISTRICT	DESCRIPTION	NO OF SECURITY OFFICERS NEEDED	DAY SHIFT	NIGHT SHIFT	RELIEF	UNIT PRICE	TOTAL PRICE
FRANCIS BAARD DISTRICT							
HEAD OFFICE (KIMBERLEY) MINISTRY	UNARMED SECURITY OFFICER GRADE C	2	2 (2 X Officers 06:00 – 18:00) Monday to Friday	0	0		R
TEBOHO LEON TUME COMPLEX - HEAD OFFICE	UNARMED SECURITY OFFICER GRADE B	24 1	8 (1x Site Commander 07:00 to 17:00) Monday to Friday	8	8		R
FRANCIS BAARD DISTRICT OFFICE (PADKAMP)	UNARMED SECURITY OFFICER GRADE C	12	4	4	4		R
FRANCIS BAARD WORKSHOP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
NCFMTE (GOVT.GARAGE)	UNARMED SECURITY OFFICER GRADE C	9	3	3	3		R
SOUTHERN LIFE BUILDING - KBY	UNARMED SECURITY OFFICER GRADE C	7	3 1X Monday to Friday at vehicle gate	2	2		R

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JANKEMPDORP ROAD CAMP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
WARRENTON BUILDING	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
FRANCIS BAARD DISTRICT	GRAND TOTAL	70					R
PIXLEY KASEME DISTRICT:							
DE AAR DISTRICT OFFICE – JOHN DUBE BUILDING	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
DE AAR: TECHNICAL SERVICES	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
COLESBERG ROAD CAMP	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
PRIESKA ROADS OFFICE	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
PIXLEY KASEME DISTRICT	TOTAL	18					R

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JOHN TAOLO GAETSEWE DISTRICT							
JTG DISTRICT OFFICE	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
MECHANICAL WORKSHOP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
KURUMAN WORKSHOP	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
DITHAKONG ROADS CAMP	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
JTG DISTRICT	TOTAL	18					R
Z F MGCAWU DISTRICT							
UPINGTON DISTRICT OFFICE-NTSIKELELO MBETHA COMPLEX	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
UPINGTON ROADS CAMP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
POSTMANSBURG ROAD CAMP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
ZF MGCAWU DISTRICT	TOTAL	18					R

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NAMAKWA DISTRICT							
SPRINGBOK DISTRICT OFFICE	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
CALVINIA ROAD CAMP	UNARMED SECURITY OFFICER GRADE C	6	2	2	2		R
FRASERBERG ROAD CAMP	UNARMED SECURITY OFFICER GRADE C	3	1	1	1		R
NAMKWA DISTRICT	TOTAL	15					R
Total 22 sites	1 Grade B						
	138 Grade C						
ALL SITES MUST HAVE THE LIST							
EQUIPMENT	RADIOS						
	PEPERSPRAY						
	BATONS						
	CLOCKING TAGS						
	REHARGEABLE TORCHES						
	HANDCUFFS						
	OTHER (SPECIFY)						
Total for the above per month excluding VAT			R				
VAT at 15%			R				
Total including VAT per month			R				

Total for 1 year Incl. Vat		R
Total for 2 year Incl. Vat		R
TOTAL FOR THE FULL 2 YEAR PERIOD INCL VAT		R

ES ALLOCATIONS

NB: IT IS A CONDITION OF TENDER TO COMPLETE THIS ANNEXURE – FAILURE WILL INVALIDATE YOUR BID

- PLEASE NOTE: 1. The total cost per security guard must include all overheads, e.g. supervision, admin cost, profit share to company, etc
2. Offer to be valid for 90 days from the closing date of Bid.

ANNEXURE B:**EQUIPMENT ISSUED PER OFFICER**

ITEMS OR EQUIPMENT	QUANTITY	COST
RADIOS		
PEPERSPRAY		
BATONS		
CLOCKING TAGS		
RECHARGEABLE TORCHES		
HANDCUFFS		

ANNEXURE C:**SERVICE LEVEL AGREEMENT**

TECHNICAL	FREQUENCY	ACTION
Timesheet register be done at the beginning of each shift	Daily	Preferred bidder
Night officers to clock on the patrol batons every 15 minutes as from 19H00	Daily	Preferred bidder
Any security breach to be recorded using red pen in the OB	Always	Preferred bidder
Night shift Officers monitoring by control room controller to be done and recorded on OB	Always	Preferred bidder

ADMINISTRATION	FREQUENCY	RESPONSIBILITY
Submission of time sheets of security officers	Monthly on the 15 th	Preferred bidder
Submission of Clocking tags electronically for night shift officers patrol records to Security Management	Daily before 10am	Preferred bidder
Weekly meeting every Friday with Senior Administration Officer and Site supervisor	Every Friday	Preferred bidder and DRPW
Monthly meeting between Security Management and Site Supervisor	Monthly	Preferred bidder and DRPW
SLA compliance meetings with the Manager of contract and the security manager and owner of preferred bidder	Quarterly	Preferred bidder and DRPW
Investigation reports	10 days after the incident	Preferred bidder and DRPW

NON COMPLIANCE AND MITIGATION MEASURES:

NON-COMPLIANCE	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE	COMMENTS
Officers not posted on duty as agreed (Incomplete number of security officers per shift).	A. Replacement made within one (1) hour B. If replacement is not done within one (1) hour – the Preferred bidder would not be paid for the whole shift C. Verbal notice (confirmed in writing)	A. Replacement made within one(1) hour B. If replacement is Not done within one (1) hour – the preferred bidder would not be paid for the whole shift C. Meeting with the Contract and Compliance Manager D. Written notice of non- compliance.	A. Final written notice of non-compliance B. If replacement is Not done within one (1) hour – the Preferred bidder would not be paid for the whole shift C. Meeting with the Contract and Compliance Manager	Depending on the severity of the case, a contract may be terminated even if it is the first offence. Apart of warning and penalties, the Preferred bidder must rectify the deficiency within a day of notification
Officers intoxicated or under the influence of alcohol/drugs	A. preferred bidder must take a disciplinary action procedurally. replacement made within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Preferred bidder must issue 2 nd written warning, replacement made within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Preferred bidder must replacement made within an hour B. If not able to replace within one hour – no payment for the whole shift	If this practice continues, the Security Manager will call a meeting with the Preferred bidder and final written notice of failure to manage own employees will be issued.
Refusal to comply with lawful instructions	A. Preferred bidder must give a1st written warning B. B. If not able to replace within one hour.	A. Preferred bidder must issue 2 nd written warning B. If not able to replace within one hour – no payment for the whole shift	A. Preferred bidder must final written warning B. If not able to replace within one hour – no payment for the whole shift	If this practice continues, the Security Manager must call for a meeting with the security preferred bidder.

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Negligence in the performance of security duties or breach of security	A. Written notice for non-compliance and rectification within agreed timeframe	A. Written notice for non-compliance and rectification within agreed timeframe	A. Remove the guard from the site and final written notice	If this continues, the Security Manager will call for a meeting with the security preferred bidder.
Guard(s) unable to carry out duties effectively	A. Preferred bidder must Give a guard a 1 st written warning	A. 2 nd written warning. Non-compliance letter will be issued to the Service Provider	A. Security Manager must call for a meeting with the security service provider to address non-compliance	Security Manager and Preferred bidder in joint decision making.
Damage to DRPW property or staff or visitor's property	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Preferred bidder will be held liable for replacement or repairs.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Preferred bidder will be held liable for replacement or repairs. D. The contract may be terminated.	The liability will be determined by the outcome of the internal investigation.
Loss of DRPW property or theft of DRPW or staff or visitor's property	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Preferred bidder will be held liable for replacement or repairs.	A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Preferred bidder will be held liable for replacement or repairs.	The liability will be determined by the outcome of the internal investigation

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Non-compliance with regards to patrol clocking	Failure to clock must be recorded in the pocket book and in the OB and giving reasons	Missing more than 6 clocking times per shift will lead to a written warning be issued	Should there be a breakage or burglary and there was no clocking or clocking discrepancies; the Preferred bidder will be liable for repairs and the replacement of lost items	The Preferred bidder will be liable for repairs and replacement
Vandalism of patrolling clocking points	The Preferred bidder will be liable for replacement within two days	The Preferred bidder will be liable for replacement within two days	The Preferred bidder will be liable for replacement within two days	Preferred bidder to issue written warning procedurally
Breach of contract	Written notice of non-compliance	Second written notice of non-compliance	Final written notice of non-compliance If no change after final written warning the contract will be terminated in line with the termination clause of the contract.	Project leader to take decision through appropriate channel. Accounting officer to issue final decision.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

or

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

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)