



ROBBEN ISLAND MUSEUM



RIM EST 01-2022/2023

SECURITY SERVICES FOR ROBBEN ISLAND MUSEUM(RIM); IN CAPE TOWN AT QUAY 501, JETTY 1, CLOCK TOWER OFFICES, NELSON MANDELA GATEWAY (NMG) BUILDING AND ON ROBBEN ISLAND (RI) FOR A PERIOD OF THREE YEARS.

Ms. PN Madikane

Unit Manager: Supply Chain Management

08 July 2022

Signature: 



**an agency of the
Department of Arts and Culture**

INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that the Virtual Briefing Session is COMPULSORY

Compulsory Virtual Briefing Session will be held as follows:

Date: Friday, 22 July 2022

Time: 11h00am

Venue: Remote locations via zoom

Please confirm attendance by replying via email to nasiphim@robben-island.org.za by no later than 20 July 2022, 11h00 am so that a zoom link will be sent to the attendees before the briefing session date.

INSTRUCTION TO TENDERERS

RIM EST 01-2022/2023

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service providers to submit proposals for the security services for Robben Island Museum (RIM); in cape town at quay 501, jetty 1, clock tower offices, nelson Mandela Gateway (NMG) building and on Robben island (RI) for a period of three years

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for the security services for Robben Island Museum (RIM); in cape town at quay 501, jetty 1, clock tower offices, nelson Mandela Gateway (NMG) building and on Robben island (RI) for a period of three years

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:

(a) Completed all forms; and

(b) Included all other necessary and/or desirable documents in support of their bids.

2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as “not applicable” where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 05 August 2022 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:

(a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);

(b) The right not to accept the lowest or any tender;

3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.
5. RIM may, after the closing date, request additional information or clarification of bidders in writing.
6. A bidder may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.
7. RIM's representative for the purpose of this tender shall be:
 - (a) Mrs P. Madikane at telephone 021 413 4265/70 in respect of matters relating to the Terms of Reference and enquiries pertaining to the completion of the tender documents.
8. Joint Ventures/ Consortiums
 - 8.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.
9. Bidders must be registered on the Central Supplier Database (CSD).
 - 9.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.
 - 9.2 If bidders are not registered yet on the CSD, they must follow the following link <https://secure.csd.gov.za/Account/Register> in order to register.
 - 9.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.
 - 9.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
- 10 B-BBEE
 - 10.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.
 - 10.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.
11. Due Diligence of bidder
 - 11.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.
12. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

- (a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;
 - (i) Any inducement or reward to RIM for or in connection with the award of a contract; or
 - (ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;
- (b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly
 - (i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to *inter alia*:
 - (ii) influence the process and/or outcome of a bid;
 - (iii) incite breach of confidentiality and/or the offering of bribes;
 - (iv) cause over and under invoicing;
 - (v) influence the choice of procurement method or technical standards; and
 - (vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.
- (d) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the "blacklisting" of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

13. Declarations and authorisation

13.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

14. Alternative offers

14.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

EVALUATION CRITERIA

1. Invalid Tenders

1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:

- (i) if the tender is not sealed;**
- (ii) If the tender is not completed in non-erasable ink;**

2. Non-Responsive Tenders

2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector;**
- (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and**

3. Disqualified Tenders

3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

- (a) Comply with one or more of the provisions contained in the Instruction to bidders;**
- (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;**

4. Directions and Closing Date for Submission of Bids

4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 05 AUGUST 2022 AT 11H00 AM.

4.3 Companies are required to also submit the soft copies of their tender document/proposals. To note that the soft copies will be considered only if a company's tender document/proposal was deposited on the closing date and time at the tender box situated in Nelson Mandela Gateway as indicated in paragraph 2.5.

These soft copies can be forwarded to patm@robben-island.org.za and nasiphim@robben-island.org.za.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBERN ISLAND MUSEUM					
BID NUMBER:	RIM EST 01-2022/2023	CLOSING DATE:	05 AUGUST 2022	CLOSING TIME:	11:00am
DESCRIPTION	SECURITY SERVICES FOR ROBBERN ISLAND MUSEUM(RIM); IN CAPE TOWN AT QUAY 501, JETTY 1, CLOCK TOWER OFFICES, NELSON MANDELA GATEWAY (NMG) BUILDING AND ON ROBBERN ISLAND (RI) FOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

Robben Island Museum, Nelson Mandela Gateway					
Tender Box					
V & A Waterfront					
Cape Town, 8002					
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		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
[TICK APPLICABLE BOX]		<input type="checkbox"/> No		<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		

PRICING SCHEDULENAME OF BIDDER: BID NO.: **RIM EST 01-2022/2023**CLOSING TIME **11:00**CLOSING DATE: **05 AUGUST 2022****SECURITY SERVICES FOR ROB BEN ISLAND MUSEUM; IN CAPE TOWN AT QUAY 501, JETTY 1 AND NELSON MANDELA GATEWAY (NMG) BUILDING AND ON ROB BEN ISLAND (RI)**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals:
 - 1.1 The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained.
 - 1.2 Prices quoted must be valid for at least **90 (ninety)** days from the closing of the tender.
 - 1.3 The proposal must indicate total costs including VAT in Rands.

ITEM NO.	QTY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1.		SECURITY SERVICES FOR ROB BEN ISLAND MUSEUM; IN CAPE TOWN AT QUAY 501, JETTY 1 AND NELSON MANDELA GATEWAY (NMG) BUILDING AND ON ROB BEN ISLAND (RI)	
1.1		QUAY 501 IN CAPE TOWN One (1) Grade C security officer to perform security duty, from 06:00 am – 18:00 pm and one grade C security officer to perform security duty, from 18:00 pm – 06:00 am, seven (7) days per week, Mondays to Sundays including public holidays. (1day shift and 1night shift) Total security officers for Quay 501: two (2) Grade C security officers	Rper month
1.2		JETTY 1 IN CAPE TOWN One (1) Grade C security officer to perform security duties from 06:00 am to 18:00 pm seven (7) days per week, Mondays to Sundays including Public holidays. (1day shift) Total security officers for Jetty 1: One (1) Grade C security officer	Rper month
1.3		NELSON MANDELA GATEWAY BUILDING IN CAPE TOWN One (1) Grade B security officer to perform duties of a supervisor from 06:00 am – 18:00 pm, and One (1) Grade B security officer to perform duties of a supervisor from 18:00 pm – 06:00 am, (7) seven days per week, Mondays to Sundays including Public holidays. (1day shift and 1-night shift) Six (6) Grade C security officers to perform security duties from 06:00 am to 18:00 pm seven (7) days a week, Mondays to Sundays including public holidays at the following areas: (day shift) <ul style="list-style-type: none"> • Control room, 1 • Front entrance, 2 • Boarding area, 1 • Floating Jetty, 1 • Exhibition, 1 Two (2) Grade C security officers to perform security duties from 18:00 pm to 06:00 am seven (7) days per week, Mondays to Sundays including public holidays at the following areas. (Night shift) <ul style="list-style-type: none"> • Control room, 1 • NMG building, 1 (Six (6) day shift and two (2) night shift) Total security officers for Nelson Mandela Gateway: Two (2) Grade B security officers; Seven (7) Grade C security officers.	Rper month Rper month
1.4		ROB BEN ISLAND One (1) Grade B security officer to perform security duties of a supervisor from 06:00 am – 18:00 pm, and one (1) Grade B security officer to perform security	Rper month

		<p>duties of a supervisor from 18:00 pm – 06:00 am, seven (7) days per week. Mondays to Sundays including public holidays. (1day shift and 1 night shift)</p> <p>Eight (8) Grade C security officers to perform security duties from 06:00 am to 18:00 pm (7) days per week, Mondays to Sundays including public holidays at the following areas: (day shift)</p> <ul style="list-style-type: none"> • Control room, 1 • Murrays bay harbour, 2 • Maximum security prison, 1 • Heritage and Sobukwe, 1 • MPLC, 1 • Transport, 1 • Alpha 1, 1 <p>Three (3) Grade C security officers from 18:00 pm to 06:00 am (7) days per week, Mondays to Sundays including public holidays at the following area: (night shift)</p> <ul style="list-style-type: none"> • Murrays bay harbour, 1 • Transport, 1 • MPLC, 1 <p>(Eight (8) dayshift and three (3) night shift)</p> <p>Total security officers for Robben Island: <u>Two (2) Grade B security officers: Eleven (11) Grade C security officers.</u></p>	Rper month
1.5	1	<p>GRADE A MANAGER</p> <p>One (1) Grade A security manager to perform security duties as a Grade A manager from 07:00 to 16:00 five days per week, Mondays to Fridays including public holidays</p> <p>Total Grade A security manager: <u>One (1) Grade A security manager</u></p>	Rper month
1.6	15	Two way radios	Rper month
1.7	2	Hand held metal detectors	Rper month
TOTAL COST FOR THE FIRST YEAR			R

The service providers must as a minimum, remunerate their officers according to the P.S.I.R.A and Government Gazette, as amended on a yearly basis, together with the agreement entered by and between various organizations and trade unions of the private security sector. Remuneration of guards must comply with specific areas as stipulated by P.S.I.R.A.

PLEASE GIVE A TOTAL COST BREAKDOWN OF THE FOLLOWING:

GRADE	DESCRIPTION	COSTS	PERCENTAGE (%)
	LABOUR	R	
	TRANSPORT	R.....	
	UNIFORMS	R	
	OVERHEADS	R	
	PROFIT	R	
TOTAL COST		R	100%

1.4 Does your offer comply with specification and conditions? **YES/NO**

If the offer does not comply indicate the deviation (s) _____

1.4 What period will be required for your company to commence services after receipt of an official bid appointment letter

Robben Island Museum reserves the right to decrease or increase the amount of guards required during the contract period.

(Please take note that the price breakdown of the services needs to correspond to the total amount indicated on SBD 1)

Any enquiries regarding bidding procedures and technical enquiries may be directed to the –

Ms. P Madikane
 SUPPLY CHAIN MANAGEMENT UNIT
 ROBBEN ISLAND MUSEUM
 Suite 204, Level 2
 Clock Tower Building
 V & A Waterfront
 Cape Town

Tel: 021 413 4265/70
 Email: patm@robben-island.org.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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"/>
-----	--------------------------	----	--------------------------

- 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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



TERMS OF REFERENCE FOR :

SECURITY SERVICES FOR ROB BEN ISLAND MUSEUM; IN CAPE TOWN AT QUAY 501, JETTY 1, CLOCK TOWER OFFICES, NELSON MANDELA GATEWAY (NMG) BUILDING AND ON ROB BEN ISLAND (RI).

1. OBJECTIVE

The objective of this bid is to ensure the safety and security of Robben-Island Museum's staff, visitors and their personal property as well as security of RIM's property.

2. SCOPE OF SERVICES

The scope requires security services in the following locations as detailed below:

2.1 QUAY 501 IN CAPE TOWN

- 2.1.1 One (1) Grade C security officer to perform security duty, from 06:00 am – 18:00 pm and one grade C security officer to perform security duty, from 18:00 pm – 06:00 am, seven (7) days per week, Mondays to Sundays including public holidays. (1 day shift and 1 night shift)
- 2.1.2 Total security officers for Quay 501: two (2) Grade C security officers
- 2.1.3 Total two way radios required: minimum of 1

2.2 JETTY 1 IN CAPE TOWN

- 2.2.1 One (1) Grade C security officer to perform security duties from 06:00 am to 18:00 pm seven (7) days per week, Mondays to Sundays including Public holidays. (1 day shift)
- 2.2.2 Total security officers for Jetty 1: One (1) Grade C security officer
- 2.2.3 Total two way radios required: minimum of 1

2.3 NELSON MANDELA GATEWAY BUILDING IN CAPE TOWN

- 2.3.1 One (1) Grade B security officer to perform duties of a supervisor from 06:00 am – 18:00 pm, and One (1) Grade B security officer to perform duties of a supervisor from 18:00 pm – 06:00 am, (7) seven days per week, Mondays to Sundays including Public holidays. (1 day shift and 1-night shift)

2.3.2 Six (6) Grade C security officers to perform security duties from 06:00 am to 18:00 pm seven (7) days a week, Mondays to Sundays including public holidays at the following areas: (day shift)

- Control room, 1
- Front entrance, 2
- Boarding area, 1
- Floating Jetty, 1
- Exhibition, 1

Two (2) Grade C security officers to perform security duties from 18:00 pm to 06:00 am seven (7) days per week, Mondays to Sundays including public holidays at the following areas. (Night shift)

- Control room, 1
- NMG building, 1

(Six (6) day shift and two (2) night shift)

2.3.3 Total security officers for Nelson Mandela Gateway: Two (2) Grade B security officers; Seven (7) Grade C security officers.

2.3.4 Total two way Radios required: minimum of 5

2.3.5 Hand Held Metal Detector: minimum of 1

2.4 ROBBEN ISLAND

2.4.1 One (1) Grade B security officer to perform security duties of a supervisor from 06:00 am – 18:00 pm, and one (1) Grade B security officer to perform security duties of a supervisor from 18:00 pm – 06:00 am, seven (7) days per week. Mondays to Sundays including public holidays. (1 day shift and 1 night shift)

2.4.2 Eight (8) Grade C security officers to perform security duties from 06:00 am to 18:00 pm (7) days per week, Mondays to Sundays including public holidays at the following areas: (day shift)

- Control room, 1
- Murrays bay harbour, 2
- Maximum security prison, 1
- Heritage and Sobukwe, 1
- MPLC, 1
- Transport, 1
- Alpha 1, 1

2.4.3 Three (3) Grade C security officers from 18:00 pm to 06:00 am (7) days per week, Mondays to Sundays including public holidays at the following area: (night shift)

- Murrays bay harbour, 1
- Transport, 1
- MPLC, 1

(Eight (8) dayshift and three (3) night shift)

2.4.4 Total security officers for Robben Island: **Two (2) Grade B security officers; Eleven (11) Grade C security officers.**

2.4.5 Total two way Radios required: minimum of 7

2.4.6 Hand Held Metal detector: minimum of 1

2.5 GRADE A MANAGER

2.5.1 One (1) Grade A security manager to perform security duties as a Grade A manager from 07:00 to 16:00 five days per week, Mondays to Fridays including public holidays

2.5.2 Total Grade A security manager: **One (1) Grade A security manager**

2.5.3 Total two way Radios required: 1

3. PROFILE OF SECURITY GUARDS

3.1 All guards intended to be used on the sites **MUST** comply with the following requirements:

3.1.1 Must be South African Citizen or foreign nationals with a valid work permit

3.1.2 All guards must be Private Security Industry Regulating Authority (PSIRA) registered, with the relevant grade.

3.1.3 All guards must be vetted and a police clearance certificate must be provided.

3.1.4 Must be able to work independently.

3.1.5 Must be able to communicate in English and one other official language of the Western Cape.

3.1.6 Must be physically fit, to carry out your required duties.

3.1.7 Be assertive enough to enforce security measures as required.

3.1.8 Must have received customer service excellence training and other training requirements as per the PSIRA grading certification.

4. JOB REQUIREMENTS

4.1 GUARDING

4.1.1 Protecting people and property against the harmful actions, by word or deed of other parties. The vigilant and, if necessary aggressive protection of property and personnel against any attempt by any person to unlawfully enter the premises of Robben Island Museum.

4.2 PATROLLING AND PURPOSE OF PATROLLING

4.2.1 A pro-active method of observing the environment for any form of security threat or other hazards (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance.

4.2.2 Patrolling can either be done by displaying high visibility to dominate the area or in an undercover manner.

4.2.3 To ensure that all vulnerable points frequently be visited to maintain security against intrusion by any unauthorized persons.

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- 4.2.4 To check for intruders to identify strangers and ascertain their rights to be present in that particular area or building.
 - 4.2.5 To check that the perimeter fences, security lighting, CCTV and alarm system is operational and to report if it is faulty.
 - 4.2.6 To report on physical problems such as long grass, trees, overgrowing, overhanging fences, material being stacked against the fences that may cause safety issues.
 - 4.2.7 Check for and report on damages caused by rain and wind that may cause safety issues.
 - 4.2.8 To check that all outside doors, windows, and gates are secured each time the patrol passes and to switch off all unnecessary lights at night.
 - 4.2.9 To check for and report on actual or potential fire hazards outside and inside offices, buildings and other areas.
 - 4.2.10 To ensure that all firefighting equipment is in designated locations and not interfered with, and that fire exits are not obstructed. Report if there are any problems with the fire equipment.
 - 4.2.11 To check for potential safety hazards and to report the problem(s).
 - 4.2.12 To prevent, observe and report on damage to any property e.g. graffiti, damage to vehicles etc.
 - 4.2.13 To observe and report on water, steam, gas, oil, electrical and medical gas breakdowns without imposing any particular obligation to inspect or search for such breakdowns.
 - 4.2.14 To check, investigate and report on noise complaints.

4.3 PATROL METHODS

- 4.3.1 Vehicle patrols will be done at least every two hours using a real time patrol device.
- 4.3.2 At the start of shifts the manager must give the security officers on patrol clear and concise instructions as to their duties and how the patrol is to be performed.
- 4.3.3 The extent and timing of the patrols should be varied and must not form a routine.
- 4.3.4 The person on patrol must report his/her position from time to time.
- 4.3.5 The security vehicle must be equipped with a tracking device that is capable of generating the following information:
 - Speed travelled
 - Route travelled
 - Driving behaviour

The above information must be forwarded to the RIM security manager on a daily basis.

4.4 VEHICLE CONTROL ON MURRAY'S BAY HARBOUR

- 4.4.1 Security officers must exercise the control of vehicles on Murray's bay Harbour.
- 4.4.2 Security officers stationed on the RI harbour must ensure that no vehicles without the necessary permission enter onto the quay to go to the cargo area where the cargo boat namely the Blouberg docks.

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- 4.4.3 The security officers must ensure that vehicles are parked in the designated parking bays and not in front of the security control room at Murray's Bay Harbour

4.5 ENTRANCE CONTROL

- 4.5.1 To ensure that no unwanted or unauthorized persons enter the premises or part of the premises.
- 4.5.2 To ensure the monitoring and control of fire-arms, dangerous weapons, alcohol, and any other prohibited items as deemed necessary by Robben Island Museum.
- 4.5.1 The only people that will be allowed to take firearms onto the Island will be the police, VIP guards, and people who have permission to cull the animals on the Island. This must however be communicated to the security beforehand.
- 4.5.3 No-one will be allowed to carry out any activity on the premises that is prohibited. They will be guided by the RIM policies.
- 4.5.4 The controller at NMG and RI will be responsible for logging all boats that enter and exit the harbour on RI and from RI Jetty at NMG.

4.6 EGRESS CONTROL

- 4.6.1 To ensure that people leaving the premises do not remove property of Robben Island Museum, through monitoring the X-Ray machine and physically checking people's luggage.

4.7 BREATHALYZER TESTING

- 4.7.1 At least three guards working on Robben Island and three working at NMG must be trained to operate the Breathalyzer and to do Breathalyzer testing.
- 4.7.2 RIM's SHEQ Office will provide an induction with the guards in terms of RIM's policies and procedures regarding breathalyser testing and related aspects.

4.8 CONTROL MEASURES:

- 4.8.1 Protection of personnel, visitors and property.
- 4.8.2 React on alarms on the in-house system. Contact SAPS through the control rooms at NMG/Robben Island.
- 4.8.3 Confront all suspect persons and determine whether they are authorized to be on the premises.
- 4.8.4 Prohibit unauthorized removal of property from Robben Island Museum's premises.
- 4.8.5 Security is responsible to open and lock doors and windows as required. e.g. public spaces.
- 4.8.6 Removing vagrants, loiterers and hawkers from the NMG and Jetty 1 buildings.
- 4.8.7 The service provider shall ensure that appropriately trained security officers take reasonable action to apprehend, restrain, detain and or take other reasonable action as is appropriate, in respect of any person who is in the act of committing or is about to commit an offence or any type of disruption or disturbance, provided that such security officers use the minimum amount of force.
- 4.8.8 All guards must be trained in crowd control.

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- 4.8.9 Keep record of all waste (inside waste bins) that enters the cargo area on Murray's bay harbour.
- 4.8.10 Monitor the CCTV footage at the control rooms on RI and at NMG, and assist with extracting and copying footage from the CCTV recording device when required. Control room staff must be trained to be able to work with the security technology equipment.

4.9 EMERGENCY AND FIREFIGHTING RESPONSE

- 4.9.1 The Service Provider shall ensure that all on duty security officers shall attend and provide whatever assistance is necessary to all reports of fire in any areas of the site as directed by the designated RIM representative. This shall include but not be limited to:
- Responding to a fire alarm
 - Execute basic firefighting
 - Reporting blocked fire access routes
 - Assisting authorised staff in limiting unauthorised access to the scene of the fire;
 - Assisting in the evacuation of the affected areas in the event of fire, under the direction of the nominated RIM representative;
 - Liaising with the SHEQ Officer as part of its response in relation to an incident.
 - When a life-threatening situation develops, it is the main task of the security personnel to protect the personnel and the property and to assist where required.

4.10 ON-SITE ADMINISTRATION

- 4.10.1 All on-site administration will be done in accordance with the standing service level agreement instructions of RIM, a copy of which will be handed to the service provider by no later than the commencement date. A copy of the service level agreement instruction of RIM will be attached to the main agreement.

4.11 INCIDENT REPORTING

- 4.11.1 The service provider shall implement and maintain systems and procedures to report, record and collate all security incidents (including but not limited to criminal offences) correctly, accurately and of a quality suitable for submission in court or other tribunal or judicial forum.
- 4.11.2 A report containing all incidents shall be submitted to the authorised RIM representative (weekly) with the exception of serious incidents in which case the authorised RIM representative should be contacted immediately.
- 4.11.3 Where a crime is committed or where a crime is suspected of being committed, the service provider shall summon the police in accordance with RIM's policies for contacting and liaising with the police.
- 4.11.4 Following the discovery of a criminal act the service provider shall investigate the incident on behalf of the Institution and report all findings immediately to the designated Robben Island contract manager.

4.12 CRIME PREVENTION

4.12.1 The service provider shall in consultation with the designated RIM representative(s) develop and implement action plans to deal with serious incidents and crimes which may occur at the site including but not limited to: terrorism, vandalism, theft, abduction and serious assault (including sexual assault) on their property.

4.13 CONDUCT OF SECURITY OFFICERS

4.13.1 The code of conduct for security officers as per Act 56 of 2001 of the Private Security Industry Regulating Authority shall apply as well as any other relevant legislation.

4.13.2 RIM expects the highest possible standards of conduct from the security officers. Apart from the fact that security officers must always be alert, vigilant and professional in their approach, and actions, deviations from the code of conduct as prescribed by PSIRA, will be regarded as extremely serious and may be regarded as sufficient reasons to ask the service provider to remove the guilty person from the site.

4.13.3 The security official responsible for apprehending any person/staff member for any criminal activity shall testify in court/disciplinary hearing when required

4.14 LEGAL RIGHTS, FUNCTIONS AND OBLIGATIONS

4.14.1 All service providers and their employees must ensure that they are conversant all relevant legal rights and obligations applicable to them performing their various duties.

4.15 SERVICE AIDS

4.15.1 The service provider must have the following minimum aids but not limited to:

- Batons
- Handcuffs
- Pocket books
- Pens (and other stationery)
- A clear identification card of the company with the member's photo, name, identification number, PSIRA No. on it, worn conspicuously on his/her person at all times.
- Torch – at night (10 meters)
- Two-way radio's
- Occurrence books
- Hand-held metal detectors

5. INFORMATION TO BE CONSIDERED FOR FULFILMENT OF SERVICE

5.1 Security officers working on Robben Island will be provided accommodation while on duty at a cost as determined by the pricing schedule (as per annexure A), 2 Bachelor flats for the Manager and supervisor, and 12 single quarter rooms for the guards.

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- 5.2 One diesel utility vehicle (in good condition) is required on the Island and the vehicle should display the company's logo. The cargo vessel and crane hiring cost to deliver the vehicle on Robben Island will amount to as per the tariff schedule. The same amount will be charged to deliver the vehicle back to the mainland after the termination of the contract (this will be based on the tariff schedule at the time).
- 5.3 Security controllers must undergo training to manage and operate the technology equipment. (CCTV, Fire detection and prevention, alarm and intruder detection, panic button system etc.)
- 5.4 Separate costed option for security personnel required on ad-hoc basis for Grade B and C. The ad-hoc guard must be available within 24 hours after request.
- 5.5 The number of security officers may change depending on RIM's specific needs and requirements.

6. CONTRACT COMMENCEMENT

- 6.1 The service provider must complete a form of particulars of the security officers to be employed/ stationed at the various sites as set out by the Robben Island Museum ,and must be submitted two (2) weeks before commencement of the agreement.
- 6.2 The service provider must ensure that all staff that is to be deployed at the site is available for onsite orientation at least 1 (one) day before commencement of the agreement. The orientation is estimated totake1 (one) day.
- 6.3 That the service provider shall ensure that security posts are rotated on regular basis as required by RIM.

7. LIABILITY

- 7.1 The service provider is, at all times, responsible for the acts and omissions of their employees, including but not limited to, death, injury or assault of his employees when they render any service to the organization in terms of the bid specification and conditions.
- 7.2 The service provider must obtain public liability insurance for R20,000,000. The insurance shall include liabilities such as general, pollution, tenants, employers, advertising, negligent advice, errors and omissions, products, property owners, documents, defective workmanship, defamation, wrongful arrest, legal defence cost, care, custody, control, death, injury, assault, fire-arm, special events.
- 7.3 The service provider shall at the commencement of this agreement provide proof of a valid public liability insurance policy and must be kept valid for the duration of the contract period.
- 7.4 Any non-compliance or the failure to make regular payments of premiums resulting in the policy lapsing will render the agreement null and void and the service provider liable for any loss that RIM may suffer as a consequence thereof.

8. PRO-RATA DEDUCTION

8.1 Where the service provider fails to provide the service in terms of the contract, deductions and /or penalties for said failure will be calculated per hour. In the event of a member of staff of the service provider being absent for part of an hour, this period will be regarded as a full hour of absence.

8.2 The service provided in terms of the contract, will be evaluated regularly and any contraventions

8.3 of the contract conditions and / or loss of RIM property due to proven negligence will be collated on a monthly basis.

8.4 Penalties will be levied against the service provider for every incident which contravenes the contract conditions and / or loss of RIM's property due to proven negligence. The said penalties will be determined against a set percentage of the total monthly contract price, as set out below:

Table 1: Pro-rata deduction percentages

Occurrence	Percentage
Late postings per person per shift (½ hour after schedule time)	0.50%
Failed postings per person per shift	1.00%
Sleeping on duty per person per shift	2.00%
Failure in wearing identity cards	0.02%
Failure adherence to dress code per person per shift	0.20%
Failure to report any irregularities in occurrence book per person per shift	1.00%
Posting of untrained security officers per person per shift	1.50%
Failure to patrol per event per area	0.10%
Failure to report to the client per area per shift	0.05%
Failure to investigate and produce incident reports to client's acceptable standard	1.00%
Failure of site inspection per area	0.20%
Desertion of post per person per shift	2.00%
Posting of security officers under the influence of alcohol per person per shift	2.00%
Failure to carry service aids as required per person per shift	0.25%

8.5 In the event of a breach of any of the terms and conditions of the agreement being committed, and if the breach is not remedied within seven days of written notice being issued, then RIM shall be entitled to terminate the agreement at any time by giving written notice to the other party and / or claim damages. And in addition, in the event of repetition of the above penalties the agreement could be terminated.

9. REMUNERATION

9.1 The service providers must as a minimum remunerate their officers according to the P.S.I.R.A and **Government Gazette**, as amended on a yearly basis, together with the agreement entered by and between various organizations and trade unions of the private security sector. Remuneration of

guards must comply with specific areas as stipulated by P.S.I.R.A. Proof of remuneration must be provided by the service provider at any point upon request.

10. COMPULSORY BID DOCUMENTATION

10.1 All prospective bidders **MUST** attach the required documentation and **CERTIFIED COPIES** of the following **VALID** documentation; **FAILURE OF WHICH MAY DISQUALIFY THE BIDDER:**

- 10.1.1 Private Security Industry Regulatory Authority (PSIRA) company registration certificate
- 10.1.2 PSIRA letter of Good Standing (Not older than three months)
- 10.1.3 PSIRA certified/issued list of all staff registered, training / grading status for each required grading as noted in the terms of reference.
- 10.1.4 COIDA letter of Good Standing
- 10.1.5 Private Security Provident fund letter of good standing. Or proof of exemption from PSIRA and the name of the Provident fund.
- 10.1.6 Public Liability Insurance for R20, 000, 000.00 must be in place. **(If Public Liability Insurance is not in place yet, please provide proof of intent).**
- 10.1.7 The service provider must have a minimum of six (6) years' experience in rendering security guarding services at such as: Guarding, Vehicle patrols, Entrance control, Egress Control, Crowd control, Breathalyzer testing and operating security technology equipment. In the six (6) year period, the service provider must have rendered services where there were fifteen (15) guards or more required per contract. Annexure A must be completed.
- 10.1.8 The service provider must provide three (3) reference letters, in the referee's letterhead where similar services have been rendered for a minimum period of two(2) years.

11. OBJECTIVE CRITERIA

- 11.1 RIM reserves the right not to appoint service provider that has rendered security services to RIM in the previous 10 years. This is an objective criterion which will be applied by RIM; after price, and preference points system has been applied. The objective is to consider whether the company has offered the services to RIM previously and to encourage rotation of service providers. Therefore, RIM may not necessarily appoint a service provider that scores the highest points on price and preferential points.

12. EVALUATION METHODOLOGY

The bids will be evaluated in the following manner:

- a) **Phase 1: Evaluation process – Submission of compulsory bid requirements by bidders and compliance to specification**
 - The first phase of evaluation is checking and verification of all the compulsory proposal requirements by the bidders and compliance to specification.

- Bidders are required to comply with the compulsory proposal requirements stipulated in paragraph 5.
- Companies that do not comply with the bid requirements will be regarded as non-responsive and may be disqualified.

b) **Phase 2: Price and Preference Procurement Points System**

Application of price and preference points (Please attach an updated B-BBEE certificate/affidavit stating the BEE status level in order to claim points for B-BBEE status level)

The new Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 1 April 2017. These regulations require the bidder to submit proof of its B-BBEE status level of contributor. The 80/20 preference point (80 for price and 20 for B-BBEE status contribution) system will be applied in accordance with the formula and applicable points provided for in the perspective status level contributor table in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (a) Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificate will lead to a zero (0) B-BBEE Status level contribution.
- (b) The points scored by the bidder in respect of the points indicated above will be added to the points scored for price.
- (c) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- (d) Only bidders who has completed and signed the declaration part of preference claim form will be considered for B-BBEE status.
- (e) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to B-BBEE status.

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- (f) Points scored will be rounded off to the nearest 2 decimals.
 - (g) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
 - (h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

The following breakdown and weighting will apply with regards to application of point for price and points for BEE status level:

	BREAKDOWN	WEIGHT
(i)	Points for BEE status level	20
(ii)	Points for Price	80
	Total Points	100

13. ENQUIRIES

For any Supply Chain Management and technical enquiries, please contact: Ms. P. Madikane at 021 413 4265/70 or email at: patm@robber-island.org.za

14. BRIEFING SESSION: 22 JULY 2022 AT 11H00 AM

15. CLOSING DATE: 05 AUGUST 2022 AT 11H00

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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