arts, culture,
sports & recreation
Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

760 Dr. James Moroka Drive
Gaabomotho Building
Private Bag X90
Mmabatho 2735

DIRECTORATE

SUPPLY CHAIN MANAGEMENT

Tell: +27 (0) 18 388 2693
E-Mail: goodwin@nwpg.gov.za

BID NUMBER: ACSR 124/2022 **VALIDITY PERIOD: 90 DAYS**

CLOSING TIME: 11:00 **CLOSING DATE: 09 JANUARY 2022**

SUBJECT- PROVISION OF PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA FOR A PERIOD OF THREE (3) YEARS

1 You are invited to submit a bid for the provision of private security service for Dr. Kenneth Kaunda District for a period of three (3) years.

2 The conditions contained in the General Conditions of Contract (GCC), the attached Terms of Reference, any other conditions accompanying the bid document and the conditions in the advertisement of this bid are applicable.

3 The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract

4 Bid validity period is a period of 90 days.

5 No late, faxed and emailed bids will be considered. Bids received after the closing date and time is not acceptable for consideration.

6 It is imperative that the bid document be read carefully, completed in full and be signed. Queries can be directed to Ms. Sebolelo Pitso: 018 388 4136 (Supply Chain) **or Mr Tshepang Motlhabane: 018 388 2759 / Mr Itumeleng Mafata: 018 388 2750** (for specifications)

7 The Department is not bound to accept any of the bids submitted and reserves the right to call for presentations from shortlisted bidders before final selection.

8. ***A non –refundable fee of R150.00 (cash) is payable for this document at office No. 30, contact details: 018 388 2663- Gaabomotho Building.*** **The non-refundable fee for documents does not apply to service providers who can download tender documents and can be found on the e-tender publication portal website www.etenders.gov.za/content/advertised-tenders**

9 All the documents accompanying this invitation to bid must be completed in detail and signed where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at:

760 DR JAMES MOROKA DRIVE
DEPARTMENT OF ARTS, CULTURE, SPORT & RECREATION,
GAABOMOTHO BUILDING,
MMABATHO 2735.

INVITATION TO BID

FOR THE PROVISION OF 24 HOUR PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF THREE (3) YEARS

REF NUMBER: ACSR 124/2022

ADDRESS

Head of Department
Department of Arts, Culture, Sport & Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Private Bag X90
Mmabatho 2735

ENQUIRIES

Sebolelo Pitso
018 388 4136

EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows

Phase 1	Phase 2	Phase 3
Mandatory and other bid requirements	**Functionality**	**Price and B-BBEE**
Compliance with mandatory and other bid requirements	Bids will be assessed to verify bidders capability and ability to execute the contract Testing minimum of 70 points	Bids evaluated in terms of the 80/20 preference system

Phase 1: Mandatory Requirements

- Cover page
- SBD 1: Invitation to bid
- SBD 3.3: Pricing Schedule- Professional Services
- SBD 4: Bidders Declaration
- SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2017
- General Conditions of Contract, each page to be initialised.
- CSD report reflecting compliant tax status, successful bank verification, ownership information and other companies involved in, etc.
- Valid Tax Clearance Certificate / Unique Pin issued by SARS
- CIPC Certificate indicating Directors.
- ID Copies of the shareholders
- Valid B-BBEE Certificate
- In case of a joint venture the following documents to be submitted
    - ✓ Valid joint venture agreement signed by all parties and witnessed
    - ✓ Consolidated B-BBEE Certificate (if not consolidated preference points will be 0)

- ✓ Valid Tax Clearance Certificate of all parties
- ✓ Company profile of all parties

- Company profile
- Letter of good standing in respect of Compensation for Occupational Injuries and Diseases (COIDA)
- Proof of Public liability Insurance
- Proof of registration with Unemployment Insurance Fund (UIF)
- General Conditions of Contract (Initial each page)
- Valid letter of good standing from PSIRA
- Valid PSIRA Certificates of both the company and company owner(s)
- Valid Company PSIRA Registration Certificate
- Valid Letter of Good Standing from Provident Fund
- Proof of registration with Provident Fund
- Proof of South African Police Services Clearance Certificate of Company Directors not older than six months from date of issue to be submitted with the bid document.

Phase 2: Functionality

Testing minimum criteria: 70 points for technical criteria

Criteria	Weight	Scoring Guidelines
1. Operational Office **(proof of ownership/lease agreement to be attached)** • Letter from the Municipality or proof of residence not older than three months from the date of issue. • Lease Agreement	30	**5** - Acceptable evidence of Operational office owned or leased in Dr. Kenneth Kaunda District **3** - Acceptable evidence of operational office owned or leased in North West Province **1** - Acceptable evidence of operational office owned or leased outside North West Province
2. Qualification of company owner(s) involved on the project. **(Certified copies of certificates and CVs to be attached) reflecting number of years of experience in security services.**	30	**5** - The owner (s) in possession of Grade A/B with longer than 10 years and more relevant experience **4** - The owner (s) in possession of Grade A/B with 8-9 years of relevant experience

(Individual experience of each owner will be considered).		**3** - The owner (s) in possession of Grade A/B with 6-7 years of relevant experience **2** - The owner (s) in possession of Grade A/B with 4 - 5 years of relevant experience years **1** - The owner (s) in possession of Grade A/B with 3 years and below relevant experience
3. Previous experience on provision of physical security **(provide reference letter(s) in clients letterhead with contact details, duration and monthly/ contract amount)**	20	**5** - 5 or more projects in security services **4**- 4 projects in security services **3**- 3 projects in security services **2**- 2 projects in security services **1** - 1 projects in security services
4. Financial strength • **(submit bank rating letter)**	20	**5** - A **4** - B **3** - C **2** - D **1** - E
TOTAL	100	

Only qualifying bids scoring a minimum of 70 points in functionality will be evaluated in terms of **80/20 preferential points system.**

(2) 80/20 PREFERENTIAL POINTS SYSTEM

PRICE	80
B-BBEE STATUS LEVEL: -	20
TOTAL POINTS FOR PRICE, B-BBEE	**= 100**

Regards

.....

MS. S.G. PITSO
ACTING DIRECTOR: SCM

DATE: 18/11/2022

RETURNABLE DOCUMENTS

SHOULD ANY OF THE RETURNABLE DOCUMENTS NOT BE COMPLETED AND ATTACHED, YOUR BID WILL BE DISQUALIFIED (where documents submitted please indicate with yes)

RETURNABLE DOCUMENT	**Attached** (to be completed by the bidder	**Checked by** ACSR official	**Verified by BEC MEMBERS**
1. Cover page			
2. SBD 1: Invitation to bid **(fully completed reflecting the total bid price)**			
3. Annexure A: Terms of reference			
4. SBD 3.3 Pricing schedule – Professional Services			
5. SBD 4: Bidders Declaration			
6. SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017			
7. Valid Full CSD Report			
8. Valid B-BBEE Certificate or sworn affidavit			
9. Joint Venture to submit • copy of the Joint Venture Agreement • a consolidated joint venture B-BBEE certificate			
10. Company profile reflecting the previous work done relevant to the project			
11. SAPS Clearance Certificate			

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	ACSR 122/2022 NW	CLOSING DATE:	09 January 2023	CLOSING TIME:	11h00
DESCRIPTION	PROVISION OF PRIVATE SECURITY SERVICES FOR DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF THREE (3) YEARS				
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*)

760 Dr JAMES MOROKA DRIVE
GAABOMOTHO BUILDING
MMABATHO
2735

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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	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?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐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	ARTS,CULTURE,SPORTS & RECREATION	CONTACT PERSON	M.S MOSIMANE
CONTACT PERSON	SEBOLELO PITSO	TELEPHONE NUMBER	018 388 2850
TELEPHONE NUMBER	018 388 4136	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	bmosimane@nwpg.gov.za
E-MAIL ADDRESS	sgpitso@nwpg.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	**BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
1.4.	**WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: .....

CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF ARTS, CULTURE, SPORTS AND RECREATION
GAABOMOTHO BUILDING
760 DR. JAMES MOROKA DRIVE
MMABATHO
2735

Tel: 018 388 4136

Or for technical information –

Mr. T. Motlhabane
Tel: 018 388 2759

Mr. I. Mafata
Tel: 018 388 2750

			PRICING SCHEDULE 01/03/2023 to 28/02/2026											
No.	SITE		No of personnel	Grade	DIRECT COST PER PSIRA RATE	Period	No. of months	Sub Total	Overheads (Economy of scale rule applies)	Sub Total	Profit	Sub Total	Vat	Total
1	Donkervleit Recreation Centre		6	C		01/03/2023 - 28/02/2026	36							
			2	B		01/03/2023 - 28/02/2026	36							
2	J.B. Marks heritage Site		2	C		01/03/2023 - 28/02/2026	36							
3	Noyons Recreation Centre		5	C		01/03/2023 - 28/02/2026	36							
			2	B		01/03/2023 - 28/02/2026	36							
4	Lebaleng Library		2	C		01/03/2023 - 28/02/2026	36							
5	Leeudoringstad Library		2	C		01/03/2023 - 28/02/2026	36							
6	Kgakala Library		2	C		01/03/2023 - 28/02/2026	36							
7	Dr Kenneth Kaunda District Library		4	C		01/03/2023 - 28/02/2026	36							
8	Makwasie Library		2	C		01/03/2023 - 28/02/2026	36							
	SUB TOTAL		**29**											
	KLERKSDORP													

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

---

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.

2.2.1 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.

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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.

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.

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, 2011.

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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 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 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

*(p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 **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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME.
(***Tick applicable box***)

YES		NO	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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	..... SIGNATURE(S) OF BIDDERS(S)
1.	DATE: .....
2.	ADDRESS .....
	.....
	.....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 (NIP) Programme

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.

PRICING SCHEDULE 01/03/2023 to 28/02/2026

NO.	SITE	No of personnel	Grade	DIRECT COST PER PSIRA RATE	Period	No. of months	Sub Total	Overheads (Economy of scale rule applies)	Sub Total	Profit	Sub Total	Vat	Total
	DR RSM DISTRICT												
1	KAGISANO MOLOPO SERVICE POINT	4	C		01/03/2023 - 28/02/2026	36							
2	Vryburg Library	2	C		01/03/2023 - 28/02/2026	36							
3	Huhudi Library	2	C		01/03/2023 - 28/02/2026	36							
4	Rekgaratlhile Library	2	C		01/03/2023 - 28/02/2026	36							
5	Dithakwaneng Library	2	C		01/03/2023 - 28/02/2026	36							
6	Schweizer Reneke Library	2	C		01/03/2023 - 28/02/2026	36							
7	Ipelegeng Library	2	C		01/03/2023 - 28/02/2026	36							
	SUB TOTAL												
	TOTAL FOR DR RSM DISTRICT												

Department of Arts, Culture, Sports and Recreation

North West Provincial Government

REPUBLIC OF SOUTH AFRICA

"Terms of Reference"

Provision of private security services for Dr. Kenneth Kaunda District for a period of three (3) years

CLOSING DATE: 09 JANUARY 2022

BID NUMBER: ACSR124/2022

Head Office: GAABOMOTHO BUILDING

Physical Address : 760 Dr James Moroka Drive

Gaabomotho Building

Telephone: 018 388 2850

Contact: Mr. M.S. Mosimane

Email: bmosimane@nwpg.gov.za

SCM: Ms. S. Pitso

Email: sgpitso@nwpg.gov.za

Tel: 018 388 4136

The North West Department of Arts, Culture, Sports and Recreation seeks to appoint service providers to provide physical private security services at the following sites of Dr. Kenneth Kaunda District.

	SITE	GRADE	GRADE	GRADE	GRADE
	DR KK DISTRICT	**B Day Shift**	**C Day Shift**	**B Night Shift**	**C Night Shift**
1.	Donkervleit Recreation Centre	1	3	1	3
2.	J.B. Marks heritage site		1		1
3.	Dr Kenneth Kunda District Library		2		2
4.	Noyjons Recreation Centre	1	2	1	3
5.	Lebaleng library		1		1
6.	Leeudoringstad Library		1		1
7.	Kgakala Library		1		1
8.	Makawasie Library		1		1

1. **Minimum Physical Security Standards are to be provided by the Service Providers as follows:**

1.1 The security Company is expected to provide trained security personnel with good communication skills in the following languages, Setswana, Afrikaans and English for a period of three (3) years with the following basic requirements:

- ✓ Provision of a 24 hour security service as per the number of guards indicated above for a period of three years.
- ✓ All appointed security personnel must be able to compile and write a meaningful report (incidents, reports and occurrence book).
- ✓ Good communication skills.
- ✓ To be neatly dressed in appropriate company uniform at all times.
- ✓ Pleasant and friendly disposition but with the capacity to act firmly yet fairly.
- ✓ Emphasis on provision of services to law-abiding persons working for and visiting the Department.
- ✓ To be courteous at all times and ready to assist staff and visitors.

2. The Security Services shall further include but not limited to the following:

2.1 The provision of efficient security and protection and safety of the departmental assets, property, employees and other persons in or on the premises.

2.2 Effective use of access control and bag/parcel searching to prevent possible loss and theft.

2.3 To prevent burglary and vandalism.

2.4 To provide an adequate surveillance service.

2.5 To maintain an occurrence book.

2.6 To check all doors are locked and register all unlocked doors

2.7 Check for fire threats and suspicious parcels

2.8 To record all vehicle/ persons movements in the appropriate register

2.9 To submit a security report to the Department or to designate representatives regularly on a daily basis and a consolidated monthly report, except where there is a matter of grave concern where immediate reporting is imperative.

2.10 To patrol premises to ensure the protection and safety of all equipment, assets and vehicles.

2.11 To prevent unauthorized entry by a person or group of persons into the premises and to prevent unauthorized removal of goods from the building without authority.

2.12 To prevent the carrying and/ or possession of firearms and other dangerous weapons in the premises except for members of security forces who identify themselves by producing appointment cards.

3 **Acceptance of the contract is subject to:**

3.1 Provision of not less than ten Million Rand (R10 000 000 .00) liability insurance cover which must be submitted with the bid document (*Evidence of which should be attached in the bid document and failing which will render your bid invalid).*

3.2 That the contracting company providing services on site will be **cleared** in line with State Security Agency which will be facilitated by the Department.

3.3 The company directors must submit security clearance certificates issued by South African Police Services with the bid documents. The certificate must not be older than six (6) months from the date issue and must be valid at the time of bid closure. (*Evidence of which should be attached in the bid document and failing which will render your bid invalid).*

3.4 Security personnel should have required grading(s) as per PSIRA requirements.

3.5 The service provider must sign the service level agreement with the department before services are to be rendered after the bid has been awarded.

3.6 Obtaining a positive recommendation on criminal background checks of the Service Provider's employees on site is the responsibility of the Service Provider concerned. The Service Provider must within fourteen days (14) of appointment submit criminal background status, qualifications, and ID copies of all employees on site to the Department.

3.7 The Service Provider should have an existing and fully functional office with effective communication equipment to enable security monitoring and security backup. Evidence of which must be submitted with the bid document, proof of ownership of the office or a lease agreement in place to ensure that the office is in existence.

3.8 The service Provider should have vehicles for continuous communication link to their patrol officers and security control room at the time of bidding for the contract. (*Evidence of which should be attached in the bid document and failing which will render your bid invalid).*

3.9 Service provider should conduct daily site visits and recorded in the occurrence book (OB) (*Evidence of which should be attached in the bid document and failing which will render your bid invalid).*

4. The following aspects will be observed when service is rendered

4.1 Strict adherence to prescribed PSIRA Regulations.

4.2 Strict adherence to specifications.

4.3 Strict adherence to Basic Conditions of Employment Act.

4.4 Strict adherence to SLA

5. STANDARD REQUIREMENTS

- ✓ In instances where the Department acquires an office building to house all officials in one building or an office is relocated, the department might reduce the number of security personnel on site.
- ✓ In this case the Service Provider will be notified within a calendar month prior to the termination, reduction or transfer of the services.

The Service Provider should provide the following tools:

- ✓ Each Security Guard Must have a Baton Stick in his/her possession
- ✓ Set of Hand Cuffs and pepper sprays
- ✓ Patrol dongle to be installed for monitoring patrols
- ✓ Two-way radio for patrol officer and for the Guard Room
- ✓ One Torch for Patrol officer and one at Guard Room for night shift
- ✓ All Security Officer must have protective clothes such as rain suits
- ✓ Provide firearms safes where armed security personnel is located
- ✓ Metal detectors where access control is conducted
- ✓ The service provider must provide all types of required registers

5.1. SECURITY JOB DESCRIPTION

- ✓ The Department will provide a detailed security job description, which will form part of the contract for each site where physical security services are required.
- ✓ The Department and service provider(s) will mutually approve the particular job descriptions. No alterations, deletions or additions may be made to the job descriptions without the approval of the Department. Permanent alterations to be rectified by means of signatures of all the above-mentioned parties.
- ✓ Job descriptions will be reviewed on a regular basis. Any proposed amendments will be negotiated with the Department and the Service provider.
- ✓ Once the amendments have been agreed upon by all the above, they will be ratified by signatures to the relevant document. The Department has final approval of all amendments. Copies of the amended job description will be forwarded to all the relevant role players
- ✓ The Department will decide which site registers will be required.
- ✓ The types of registers may include, but are not limited to the following: occurrence books (OB), visitor registers, after hour's registers, vehicle registers, firearm registers, vehicle and/or person search registers, key registers, laptop/compute register etc.

6. INSURANCE AND LIABILITIES TO THIRD PARTIES

i. The Service Provider shall provide and thereafter maintain all appropriate workmen's Compensation insurance or its equivalent, with respect to its personnel to cover claims for personal injury or death in connection with this Contract.

ii. The Service Provider shall also provide and thereafter maintain liability insurance to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles or other equipment or leased by the Service Provider or its agents, personnel or sub-contractors performing work or services in connection with this Contract.

iii. The Service Provider must, upon request, provide ACSR with satisfactory evidence of the insurance required under this Article.

iv. Service provider must take responsibility for any damages incurred as a result of omission or negligence from their employees or service provider's failure to provide services.

7. BID EVALUATION CRITERIA

Phase 1	**Phase 2**	**Phase 3**
Administration requirements	**Functionality**	**Price and B-BBEE**
Compliance with mandatory and other bid requirements	Bids will be assessed to verify bidders capability and ability to execute the contract Testing minimum of 70 points	Bids evaluated in terms of the 80/20 preference system

Phase 1: ADMINISTRATION REQUIREMENT

7.1.1 Cover page

7.1.2 SBD 1: Invitation to bid

7.1.3 SBD 3: Pricing Schedule

7.1.4 SBD 4: Declaration of interest

7.1.5 SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2017

7.1.6 General Conditions of Contract (initialise each page)

7.1.7 Proof of valid UIF registration for security guards.

7.1.8 Valid letter of good standing with COIDA.

7.1.9 Valid letter of good standing from Workmen's Compensation Fund.

7.1.10 Valid letter of Good Standing from PSIRA

7.1.11 Valid letter of Good Standing from Private Security Provident

7.1.12 Proof of PSIRA Grade A / B certificate (to be submitted with the bid document) for directors, any person performing executive/management functions.

7.1.13 Proof of PSIRA Grade C and B certificates for security personnel, to be submitted after the winning bidder after award

7.1.14 Proof of SAPS clearance certificate for company directors/ owners not older than six (6) months from the date of issue, to be submitted with the bid document.

7.1.15 Where a bid is a joint venture, each party must submit a separate proof of Tax Compliance Status (TCS) or PIN / CSD number.

7.1.16 Joint Ventures

- A joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits a consolidated B-BBEE status level certificate.
- Bidders must submit a valid and signed joint venture agreement as acceptable proof of the existence of a joint venture.

- The joint venture agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture arrangement.

8. CENTRAL SUPPLIER DATABASE [CSD]

8.1 Bidders must be registered as service providers on the Central Supplier Database [CSD]. If you are not registered, proceed to complete the registration of your company prior to submitting your bid. Refer to https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database are updated and valid.

8.2 Bidders are also required to submit their CSD Registration "Summary Report".

8.3 Bidders must ensure that their tax information on Central Supplier Database [CSD] is in good standing and submit a Valid Tax Clearance Certificate or valid tax compliance status pin.

8.4 Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

Phase 2-Functionality with a minimum threshold of seventy (70) points

The bids that have been certified to be compliant on all legal requirements will be evaluated on functionality according to the following criteria:

Criteria	Weight	Scoring Guidelines	Value
1. Operational Office **(proof of ownership/lease agreement to be attached)**	**30%**	Acceptable evidence of Operational office owned/ leased in the Dr. Kenneth Kaunda District.	**5**

• **Letter from the Municipality or proof of residence not older than three months from the date of issue.** • **Lease Agreement**		Acceptable evidence of Operational office owned/leased in North West Province	**3**
		Acceptable evidence of Operational office owned/leased outside North West Province	**1**
2. Qualification of company owner(s) involved in the security services projects. • **(Certified copies of certificates and CVs to be attached) reflecting number of years of experience in security services. (Individual experience of each owner will be considered).**	**30%**	The owner (s) in possession of Grade A/B with 10 years and more relevant experience	5
		The owner (s) in possession of Grade A/B with 8-9 years of relevant experience	4
		The owner (s) in possession of Grade A/B with 6-7 years of relevant experience	3
		The owner (s) in possession of Grade A/B with 4-5 years of relevant experience years	2
		The owner (s) in possession of Grade A/B with 3 years and below of relevant experience	1
3. Previous experience on provision of physical security • **(provide reference letter(s) in clients letterhead with contact details, duration and**	20%	5 or more projects in security services	5
		4 projects in security services	4
		3 projects in security services	3
		2 projects in security services	2

monthly/ contract amount)		1 projects in security services	1
4. Financial strength • **(submit bank rating letter)**	20%	A	5
		B	4
		C	3
		D	2
		E	1

For a bid to be responsive the minimum points for functionality shall be **SEVENTY POINTS** (70 Points). Any bid with less than seventy (70) points will be disqualified and no further evaluation of the bid will be done.

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. A bidder that scores less than seventy (70) points in respect of functionality will be disqualified.

PHASE 3 – PRICE AND BBBEE

PRICE:	**80**
B-BBEE STATUS LEVEL: -	**20**
TOTAL POINTS FOR PRICE & BBBEE	**100**

9. ADDITIONAL OBJECTIVE CRITERIA

9.1 Bidders can bid for all the groups but will only be awarded to one service provider per group.

9.2 In an instance the highest scoring bidder has already been awarded a site, the next responsive bidder will then be considered.

10. CONTRACTUAL ARRANGEMENT

10.1 The appointed service provider will enter into a Service Level Agreement with the Department of Arts, Culture, Sports and Recreation to perform all functions as set out in the Terms of Reference.

11. SPECIAL CONDITION

11.1 Applicable PSIRA rates will be considered during evaluation of this bid.

11.2 Price escalation will be done in accordance to the applicable PSIRA rates and in the absence of which, the Basic Conditions of Employment Act will be applied.

12. CONFIDENTIALITY

12.1 No information or documentation may be used for any other purpose other than providing for a tender proposal to the Department, and no copies of any document may be made, except with prior written approval from the Department.

13. PACKAGING OF BID

13.1 Bidders to arrange the Standard Bidding Documents (SBDs) in their respective submissions in a numerically and orderly manner.

14. SUBMISSION OF BIDS DOCUMENTS

14.1 Bidders are advised to ensure that their bids are submitted on time.

14.2 Bidders should deposit their sealed and clearly marked (tender number) documents into the tender box available on the Ground Floor reception area by 11H00 at the address below:

Department of Arts, Culture, Sports and Recreation Gaabomotho Building,

760 Dr. James Moroka Drive MMABATHO.

14.3 Bids received after the closing date and time will not be accepted for consideration. Bids documents should be submitted **before 11H00** on the closing date.

15. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF DOCUMENTS

15.1 There will be **NO** briefing session, for all enquiries related to the Terms of Reference, the following officials will be contacted.

Mr M.S. Mosimane
Tel: (018) 338 2850
Email: bmosimane@nwpg.gov.za
Ms S. Pitso
Tel: (018) 388 4136
Email: sgpitso@nwpg.gov.za

15.2 The department reserves the right to approve or not to approve the appointment of the service provider.

SUBMITTED BY:

.....

MR. M.S. MOSIMANE

DIRECTOR: STRATEGIC MANAGEMENT

DATE: 18/11/2022

RECOMMENDED

.....

MR S. SEBOLECWE

CHAIRPERSON: BID SPECIFICATION COMMITTEE

DATE: 18/11/2022

APPROVED / ~~NOT APPROVED~~

.....

Terms of reference for Security services approved

MR. I. S. MOGOROSI

HEAD OF DEPARTMENT

DATE: 18/11/2022