

### Request for Tenders (RFT)

Prospective Bidders are hereby invited to submit a tender for specified requirements of the  
Central Johannesburg TVET College.

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE COLLEGE SCM POLICY, THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017 AND THE GENERAL CONDITIONS OF CONTRACT.

SBD 1

#### APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

Description

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Full Name of Bidding/Tendering

Entity:

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Contact Person:

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Tel Number:

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Advert Date: 13 March 2025

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Briefing Session: 24 March 2025 at 10:00am

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Closing Date and Time: 04 April 2025 at 11:00am

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Issued by: Central Johannesburg TVET College

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Bid Validity Period 90 days from closing date

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Enquiries [tenders@cjc.edu.za](mailto:tenders@cjc.edu.za) (only emailed enquiries will be attended to)

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CSD Registration number

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Please indicate whether a document is the original or copy, tick the applicable block.

(Required: 1 Original and 1 Copy)

ORIGINAL		Copy		NUMBER	
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**Bid documents must be:**

**1. Deposited in the tender box situated:**

**Central Johannesburg TVET College**

**Central Offices**

**5 Ubla Avenue (Off Princess of**

**Wales) Parktown**

**2193**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. All bids must be submitted on the official forms (not to be re-typed).**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED, (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):**

**Name of bidder**

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**Postal Address**

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**Street Address**

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**Telephone Number**

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**Code:**

**Number:**

**Cell-phone Number**

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**Facsimile Number**

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**Email Address**

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**VAT Registration Number**

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**Is the Service Provider Registered on CSD? MAAA Number:**

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**Has the Bidder's Tax Status been verified on CSD (SBD 2)**

<b>Yes</b>	<b>No</b>	
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**Has a B-BBEE Status Level Verification Certificate been submitted? (SBD 6.1)**

<b>Yes</b>	<b>No</b>	
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**If yes, who was the certificate issued by? [tick applicable box]**

	<b>An accounting officer as contemplated in the Close Corporation Act (CCA)</b>
	<b>A verification agency accredited by the South African Accreditation System (SANAS)</b>
	<b>A registered auditor</b>
	<b>Sworn Affidavit or a B- BBEE status level verification certificate</b>

**Are you an accredited representative in South Africa for the goods / services / work offered?**

<b>Yes</b>	<b>No</b>	<b>[If yes, please enclose proof]</b>
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**Total Bid Price:**

**Total number of items offered:**



**Signature of bidder .....**

**Capacity under which this bid is signed .....**

**Date .....**

## GLOSSARY

**Award Letter Conclusion of the procurement process and final notification to the successful bidder**

<b>B-BBEE</b>	<b>Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry</b>
<b>Bid</b>	<b>Written offer in a prescribed or stipulated form in response to an invitation by Central Johannesburg TVET College for the provision of goods, works or services</b>
<b>Service Provider</b>	<b>Organization with whom Central Johannesburg TVET College will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid</b>
<b>Core Team</b>	<b>Team members who fill the non-administrative positions against which the experience will be measured.</b>
<b>EME</b>	<b>Exempted Micro Enterprise in terms of the Codes of Good Practice</b>
<b>GCC</b>	<b>General Conditions of Contract</b>
<b>Original Bid</b>	<b>Original document signed in ink, or Copy of original document signed in ink</b>
<b>Originally certified</b>	<b>To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a Commissioner of oaths.</b>
<b>SCM</b>	<b>Supply Chain Management</b>
<b>SLA</b>	<b>Service Level Agreement</b>
<b>TOR</b>	<b>Terms of Reference</b>
<b>CJC</b>	<b>Central Johannesburg Tvet College</b>
<b>CET Act</b>	<b>Continuing Education and Training Act 16 of 2006 as amended in 2012</b>

## 1. PRE-QUALIFICATION CRITERIA / MANDATORY REQUIREMENTS

Without limiting the generality of the Central Johannesburg TVET College's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 and 2 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission OR non-compliance of any of the documents.

TABLE: 1 - CHECKLIST OF DOCUMENTS TO BE SUBMITTED (PLEASE TICK IN THE RELEVANT BLOCK BELOW)

DOCUMENT DESCRIPTION	YES	NO
The company must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration. Bidders Tax Compliance Status will also be verified on the system.		
Company Profile with name and physical office address, contact details, names of directors, Certified ID Copies of all shareholders/directors of the registered company		
Bidders are required to submit original or certified valid B-BBEE certificates / Sworn Affidavit or certified copies in order to substantiate their rating claims. Non-submission will lead to a zero (0) score on BBEE but the bidder will not be disqualified from the process.		

<b>Latest (2024) Audited / Reviewed Annual Financial Statement (signed by Member/Director and Registered Accountant / Auditor)</b>		
<b>Business Registration Document</b>		
<b>Original and full completed, initialled and signed tender document.</b>		
<b>Proof of purchase</b>		
<b>Proof of address</b>		
<b>Valid tax clearance or SARS PIN</b>		
<b>Public insurance liability or letter of intent</b>		
<b>Copy of valid letter of good standing from the Department of Labour (workmen's Compensation)</b>		
<b>Certified ID copy/ies of all Member/s or Director/s (Not older than 3 months)</b>		
<b>PSIRA document of all directors</b>		
<b>PSIRA Registration Certificate for the Company</b>		
<b>Company proof of firearms ownership by company</b>		
<b>PSIRA Letter of good standing for company</b>		
<b>PSIRA Letter of good standing for all Directors</b>		
<b>CIPC Annual return 2024</b>		
<b>Certified competency certificates of at least 5 employees</b>		
<b>Certified Share Certificate/s</b>		
<b>Letter of Authority</b>		
<b>Original fingerprints of Directors</b>		
<b>Police clearance of all directors or owners of the business.</b>		
<b>List of all patrol vehicles and proof of ownership</b>		

**Additional documents**

- Three or more relevant references (as per format provided)
- OHS Plan
- Attach Executive Members portfolio background (CV and certified qualification)
- Comprehensive Project Proposal



**TABLE: 2 - CHECKLIST OF DOCUMENTS TO BE COMPLETED / SIGNED / INITIALED**

**(PLEASE TICK IN THE RELEVANT BLOCK BELOW) A bidder that does not fully complete, sign and initial the SBD Forms, where required, will be disqualified from the process.**

Required Documents	YES	NO
General Conditions of Contract (duly initialed per page)		
SBD 1 (Fully Completed and Signed)		
SBD 2 (Fully Completed and Signed)		
SBD 3.3 (Fully Completed and Signed)		
SBD 4: Fully Completed and signed Declaration of Interest accompanied by clear and certified copies of directors/members identity documents.		
SBD 6.1: Fully Completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017  Non-submission will lead to a zero (0) score on Specific Goals in line with the Prequalification Criteria set out in the tender document		
Authority to Sign Bid Form (if not a director of the firm)		

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If yes, the identity of the principal is noted below:

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### Declaration

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I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

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Signature of bidder:

Date:

.....

.....

Are you duly authorised to commit the bidder:	YesNo		
Capacity under which this bid is signed			
TOTAL BID PRICE (INCLUSIVE OF VAT)			

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SBD1

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CENTRAL JOHANNESBURG TVET COLLEGE.**

BID NUMBER:	<b>CJC/SEC/002/2025</b>	CLOSING DATE:	<b>4 April 2025</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	PROVISION OF INTERNAL AUDIT SERVICE				

**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)**

Central Johannesburg TVET College (Central Office 1)

5 Ubla Avenue (Off Princess of Wales Terrace)

Parktown, Johannesburg, 2193

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g.resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 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](http://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.**

2. SPECIFICATIONS AND TERMS OF REFERENCE

## 2.1. OVERVIEW

The Central Johannesburg College is registered in terms of the CET Colleges Act 16 of 2006 as amended in 2012. The College operates through seven campuses located within a radius of 15 kilometers in and around the Johannesburg CBD. It is one of the public TVET Colleges in the City of Johannesburg, serving an estimated population of 3 million people. The Central Office, which provides support services to all the College Campuses, is situated next to the Parktown Campus, on number 5 Ubla Avenue, Off Princess of Wales Terrace, in Parktown.

The College campuses are as follows:

- ✓ Alexandra Campus;
- ✓ Ellispark Campus;
- ✓ Parktown Campus;
- ✓ Riverlea Campus;
- ✓ Langlaagte Campus;
- ✓ Smit Street Campus;
- ✓ Troyeville Campus;

## 2.2 Personnel per site

Manpower per site:	Total Nett Area	Description	Quantity of security officers required per site	
			Day Shift	Night Shift
<b>1. Parktown Campus</b>			<b>5</b>	<b>5</b>
<b>6 x Males</b>  <b>4 x Females</b>  <b>1 x Patrol dog</b>	<b>10 628 M<sup>2</sup> Building Nett Floor Area</b>  <b>40 656 M<sup>2</sup> ground Area of Campus</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1x Supervisor (grade b)</b>  <b>4x guards (grade c)</b>	<b>1 x Supervisor (grade B)</b>  <b>4x guards (grade c)</b>  <b>1x patrol dog</b>
<b>2. Central Office</b>			<b>4</b>	<b>4</b>
<b>4 x Males</b>  <b>4 x Females</b>  <b>1 x Patrol dog</b>	<b>5 242, 46 M<sup>2</sup> Building Nett Floor Area</b>  <b>30 828M<sup>2</sup> ground Area of Campus</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1 x Supervisor (grade b)</b>  <b>3 x guards (grade c)</b>	<b>1 x Supervisor (grade B)</b>  <b>3 x guards (grade c)</b>
<b>3. Troyeville Campus</b>			<b>3</b>	<b>3</b>
<b>3 x Males</b>	<b>1 910 M<sup>2</sup> Building Nett</b>	<b>Shift from 6h00 to 18h00</b>		<b>1xSupervisor (grade B)</b>

<b>3 x Females</b>  <b>1 x Patrol dog</b>	<b>Floor Area</b>  <b>11 550M<sup>2</sup> ground Area of Campus</b>	<b>Monday – Sunday</b>	<b>1x Supervisor (grade B)</b>  <b>2x guards (grade c)</b>	<b>2x guards (grade c)</b>  <b>1x patrol dog</b>
<b>4. Riverlea Campus</b>			<b>4</b>	<b>4</b>
<b>4 x Males</b>  <b>4 x Females</b>  <b>1 x Patrol dog</b>	<b>4 125 M<sup>2</sup> Building Nett Floor Area</b>  <b>13 354M<sup>2</sup> ground Area of Campus</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1x Supervisor (grade B)</b>  <b>3x guards (grade c)</b>	<b>1xSupervisor (grade B)</b>  <b>3x guards (grade c)</b>  <b>1x patrol dog</b>
<b>5. Ellis Park Campus</b>			<b>9</b>	<b>8</b>
<b>9 x Males</b>  <b>8 x Females</b>  <b>1 x Patrol dog</b>	<b>24 853M<sup>2</sup> Building Nett Floor Area</b>  <b>53 059M<sup>2</sup> ground Area of Campus</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1x Supervisor (grade B)</b>  <b>8 x guards (grade C)</b>	<b>1xSupervisor (grade B)</b>  <b>7x guards (grade C)</b>  <b>1x patrol dog</b>
<b>6. Langlaagte Campus</b>			<b>3</b>	<b>3</b>
<b>3 x Males</b>  <b>3 x Females</b>  <b>1 x Patrol dog</b>	<b>2 060M<sup>2</sup> Building Nett Floor Area</b>  <b>20 711M<sup>2</sup> ground Area of Campus</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1x Supervisor (grade B)</b>  <b>2x guards (grade C)</b>	<b>1xSupervisor (grade B)</b>  <b>2x guards (grade C)</b>  <b>1x patrol dog</b>
<b>7. Smit Street Campus</b>			<b>5</b>	<b>5</b>
<b>5 x Males</b>  <b>5 x Females</b>  <b>1 x Patrol dog</b>	<b>5 000M<sup>2</sup> Building Nett Floor Area</b>  <b>23 421M<sup>2</sup> ground</b>	<b>Shift from 6h00 to 18h00 Monday – Sunday</b>	<b>1x Supervisor (grade B)</b>  <b>4x guards (grade C)</b>	<b>1xSupervisor (grade B)</b>  <b>4x guards (grade C)</b>  <b>1x patrol dog</b>



	Area of Campus			
8. Alexandra Campus			7	7
7 x Males 7 x Females 1 x Patrol dog	11 755M <sup>2</sup> Building Nett Floor Area  29 837M <sup>2</sup> ground Area of Campus	Shift from 6h00 to 18h00 Monday – Sunday	1x Supervisor (grade B)  6x guards (grade C)	1x Supervisor (grade B)  6x guards (grade C)  1x patrol dog
9. Crown Mines Campus			3	3
3 x Males 3 x Females		Shift from 6h00 to 18h00 Monday – Sunday	1x Supervisor (grade B)  2x guards (grade C)	1xSupervisor (grade B)  2x guards (grade C)
10. Ellis Park student accommodation	1 700	10 324	3	3
3 x Males 3 x Females	1 700M <sup>2</sup> Building Nett Floor Area  10 324M <sup>2</sup> ground Area of Campus	Shift from 6h00 to 18h00 Monday – Sunday	1x Supervisor (grade B)  2x guards (grade C)	1xSupervisor (grade B)  2x guards (grade C)
Total			46	45
Gross total			91	

**Additional Guards.**

**Riot Security Capable of managing aggressive crowds, as and when required.**

**Additional guards for assistance during the Student Representative Council Elections, as and when required**

## **Standard Equipment**

- a. All officers will be uniformed and the uniform supplied by the Security Provider.
- b. Two-way radios for guard communication to be provided by the service provider.
- c. All officers to have PSIRA cards on them at all times. PSIRA cards may not be expired.
- d. Occurrence books to be provided by the provider.
- e. Visitor's books to be provided by the provider.
- f. Regular Areas Supervisors / Managers visits and Management inspections at the Campus.
- g. A handheld metal detector has to be provided by the service provider.
- h. Patrol vehicles with radio facilities that are in constant radio contact and manpower backup services must be available, by the provider.
- i. All Supervisors and Management must be provided with cell phones for immediate, Professional and effective response.
- j. Metal detectors, vehicles scanners, scanners and license scanners

## **Required to:**

- attend to and manage all emergency situations which includes but not limited to: (students/ staff protest), including the provision of strike management equipment such as shields and non-lethal incapacitating devices
- Render armed response services in emergency/ distress situations
- Perform vehicular patrols in areas where college students are travelling.
- Render security services 24 hours per day and 7 days per week, including on weekends and public holidays
- Install and maintain electronic patrol management system per site-guard patrolling system
- Investigate and report security breaches.
- Conduct security risk assessment yearly or /and as when required.
- Submit monthly security reports.
- Conduct security awareness for both students and employees
- Perform access control in line with Access to Public Premises and Vehicles Act
- The security officers must not be younger than 18 years of age.
- The security officers must have obtained at least Senior Certificate (Matric)/ equivalent qualification.
- Security officers deployed to render security services must be trained to the standard set by the Private Security Industry Regulatory Authority (PSIRA) and at PSIRA accredited training centre.
- Security officers must have good communication skills (verbal and written).
- Each site must have 1 supervisor per shift (Grade B) per 12-hour shift Security officers need to be trained in the following (including refresher training for the duration of the contract period): basic firefighting training.

## **Required to provide the following operational equipment per site:**

- Handheld torch
- Personal Protective Equipment
- Handcuffs
- Handheld two-way radios linked to the control centre
- Visitors register
- Laptop register
- Contractor's register
- Vehicle register
- Occurrence Book (OB)
- Pocket Books
- Defense equipment (nonlethal)
- Name tags
- Panic button

## **Dress Codes:**

- Standard corporate uniform will be required from the service provider.
- Male Security full corporate uniform (trousers, shirts, tie, pull over, blazers and black shoes)
- Female security corporate uniform (trousers, skirts, shirts, pull over, chiffon, blazers and black shoes)
- Winter clothes to be provided to all the guards, long coats, windbreaker and long sleeve jersey.
- All PPE's to be provided by the Bidder to the guards

## **Regulatory Compliance:**

- The application of control access in terms of Control of Access to Public Premises and Vehicle Act, 1985 (Act 53 of 1985),

- The Criminal Procedure Act 51 of 1977
- Protection of Information Act 84 of 1982
- Trespass Act 6 of 1959
- Occupational Health and Safety Act 85 of 1993, including COIDA
- Private Security Industry Regulatory Authority
- Firearms Control Act

#### **Duties and Responsibilities of Security Guards/Officers and Company**

1. All personnel must be registered at the Security Officer's Board (Act 92 of 1987). Certified copies of personnel PSIRA certificates, as well as ID documents, Police Clearance and Firearm Permit (Night shift guard) are required.

2. The successful bidder should draft a specific job description for each officer for the Campus, in collaboration with CJC.

3. Compilation of an Occupational Health and Safety (OH&S) and Environmental Management (EMS) File (As per the index attached) and continuous updating of documentation, as well as the OH&S induction of all the staff utilized during the contract period. The file must be always kept at the Campus Main Guardhouse.

4. Inspection of all vehicles' entering and leaving the premises.

4.1 The luggage compartments, internal and external areas to be checked of all vehicles, when entering and / or leaving the premises at all times.

4.2 Random extensive internal and external search required, at least every Fortnight.

5. Presenting, assisting with the completion of the CJC personal equipment declaration document by visitors and/or staff, controlling, and inspection of items.

6. Presenting of the CJC visitor's induction cards/tags and assisting with the completion of the visitor's induction cards/tags registers by visitors. (As per arrangement by college and permitted)

7. All areas on the Campus needs to be patrolled and clocked at least every hour and making use of the baton system during the day shift and night shift.

The reports need to be presented and discussed at the monthly meeting with the Campus Manager.

8. Combating gambling, drug abuse, illegal activities, any other crime and any other misconduct on the Campus, according to CJC regulations and policies and legislation.

9. Switching on and off of lights (Perimeter and Corridor's lights daily) and reporting defective lighting.

10. Report malfunctioning of the electric fence, perimeter fencing and all gates on the premises.

11. Report any venues and College vehicles that were not locked after college working hours.

12. Complete CJC OH&S and EMS checklists daily and submit to Campus Manager.

13. Receipt of any College keys presented where applicable and recording on a control sheet / Occurrence Book.

14. Monitoring, visual inspection of college vehicle fleet Request for transport, trip sheets and completion of relevant documentation daily and safekeeping of petrol receipts if required.

15. Daily access control of students, staff and visitors, as well as random body searches. (Metal detector search at least once a week)

16. Assistance with security during college functions (when required) and as and when required on an ad hoc basis.

17. Supervisor to present security officer attendance register (logbook) and occurrence book to Campus Manager during weekly reporting and to be presented at the monthly meetings.

18. Patrol/Search student toilets during formal assessments and report to the Campus Manager of any notes found.

19. To assist the College during formal assessments with control at the venue where student bags are kept for the duration of the assessment.

20. To record staff arriving late and leaving early on a daily basis, as per Campus processes.

21. To record staff leaving and then returning to the premises during working hours on a daily basis, as per Campus processes.

22. To monitor students without student cards, by reporting them to the Administration office.

## Conditions

1. Written weekly security feedback reports must be supplied to the Campus Manager, by Campus supervisor.
2. Formal monthly meetings need to be scheduled and held with the Campus Manager, where all security matters and reports will be discussed and meeting records need to be kept.
3. A standard 15 months' contract reviewed and renewable annually on a performance satisfaction basis, with 30 days' notice by either party is to be signed.
4. In case of an incident, a detailed written report to be provided to the Campus Manager with Statements, within twenty-four (24) hours of such incident, as well as reporting of such incidents in the occurrence book as well as at the South African Police Services (where applicable).
5. Good working relationship, with college secondary armed response providers.
6. Supply all student vehicles (cars/motorbikes) with security stickers/cards to allow parking on the premises. (Where applicable)
7. Security guards should always be neat and professional.
8. Security staff must ensure that no unauthorized persons are allowed in the guard house, only security, campus management, and specifically designated persons are allowed in the guard house.
9. The area immediately surrounding the guard house is the responsibility of the security guards and should be kept clean of litter.
10. The CJC hand radio must be kept on during day shift and charged during the night.
11. Campus specific standard operating procedures should be adhered to.

## Supervision of Emergency Assistance

1. The bidder must have a well-established and equipped with (24) hour security control room.
2. The bidder must furnish details of equipment which is available in the security control room. NB: The College holds the right to inspect such control room.
3. The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof.
4. No information concerning the state activities may be furnished to the public or media by the successful bidder or any of his/her employees.
5. No visitors will be allowed in the guard room, on the premises or in the vicinity of the guard room. All security personnel, Directors and the Company itself shall be subjected to vetting. Supervisor visit required at least once per shift

## Dress Codes:

- Standard corporate uniform will be required from the service provider.
- Male Security full corporate uniform (trousers, shirts, tie, pull over, blazers and black shoes)
- Female security corporate uniform (trousers, skirts, shirts, pull over, chiffon, blazers and black shoes)
- Winter clothes to be provided to all the guards, long coats, windbreaker and long sleeve jersey.
- All PPE's to be provided by the Bidder to the guards

## Occupational Health and Safety (OH&S)

1. Letter of good standing with Compensation Fund.
2. Employees to be provided with security uniform.

All contractor employees must use their uniform at all times.

3. All employees must sign the attendance register at a point on the Campus as agreed with the Campus Manager, during every shift may it be day shift or night shift.

The daily security must also sign in and out when leaving the Campus during working hours.

4. Only employees that have submitted a certified copy of their ID/passport, police clearance, PSIRA certification would be permitted on to the campus grounds.
5. Security equipment checklists and any other relevant checklists provided by CJC needs to be completed during every shift daily.

Monthly meetings must be held between the Campus Manager and the Supplier.

6. Any risks or potential risks needs to be reported immediately to the Campus Manager and/or delegated person at the Campus.

7. The compilation of an Occupational Health and Safety (OH&S) and Environmental Management System (EMS) File (As per the below index) is required.

The continuous updating of documentation, as well as the OH&S and EMS inductions of all the staff utilized during the contract period is mandatory.

The file must be kept at an agreed point at the Campus at all times and may not be removed from the Campus.

8. A risk assessment must be continuously conducted which includes health, safety, environmental risks as well as any other risks or potential risks which needs to be

reported monthly or immediately (where required) to the Campus Manager and/or any delegated person at the Campus.

All records must be kept in the OH&S and EMS file.

9. Job Specific Medical Examinations need to be conducted on all staff, may it be daily or relief staff, working at the Campus.

(Refer to the Construction Regulations Annexure 3 for the document template)

## **CONTRACTOR'S FILE**

### **Security**

1. CJC Service Contract
2. CJC Tender Specifications
3. Legal Matters
  - 3.1 OH&S Agreement (37.2)
  - 3.2 OH&S Legal Appointments (Where applicable)
  - 3.3 PSIRA Certification (Company)
  - 3.4 PSIRA Certification (Directors/Partners/Members)
  - 3.5 PSIRA Certificates (Employees on Campus)
  - 3.6 Fire Arm Ownership (Company)
  - 3.7 Fire Arm Competency (Director)
  - 3.8 Fire Arm Competency (Night Shift Guard)
  - 3.9 CJC Fire Arms Disclosure Document
  - 3.10 OH&S and EMS Policies
  - 3.11 Medical Fitness Certification of all employees
4. Letter of Good Standing – Commission of Injuries and Diseases Act (COIDA)
5. PSIRA letter of Good Standing
6. Occupational Health and Safety Act
7. National Environmental Management Act
8. Regulations relevant to the SLA
  - 11.1 General Safety Regulations
  - 11.2 Hazardous Substance Regulations
  - 11.3 Noise – induced hearing loss Regulations
  - 11.4 Waste Management Regulations and Bylaws
  - 11.5 Any other relevant Environmental Regulations and/or Bylaws
  - 11.6 Any other relevant OH&S Regulations
9. Public Liability Insurance
10. OH&S and EMS Inductions
  - 10.1 OH&S and EMS Advocacy (CJC)
  - 10.2 OH&S and EMS Job Specific (Security Provider)
  - 10.3 COVID-19 Induction (Security Provider)
11. Risk Assessments
  - 11.1 Baseline (Pre-task) Risk Assessment [CJC]
  - 11.2 Contractor's (Security Provider's) Risk Assessment
  - 11.3 CJC Activities Risk Assessment
  - 11.4 COVID-19 Risk Assessment
  - 11.5 Aspects and Impacts Register (Environmental)
  - 11.6 Environmental Management Plan
12. Contractor (Security) Employees' Certified Copy of IDs.
13. Training Records
  - 11.1 OH&S and EMS by Security Provider
  - 11.2 Job specific training
  - 11.3 Qualifications of all guards.
14. Checklists
  - 14.1 Security Monitoring Checklist
  - 14.2 Energy saving (Electricity Monitoring)

**14.3 Any other applicable checklist.**

**(As per requirement which will be communicated and checklist provided by CJC)**

**15. Communication**

**15.1 Reports**

**15.2 Attendance registers of Employees**

**15.3 Duty Roster (Allocation of areas, duties and time slots)**

**15.4 Supplier's Equipment Inventory**

**15.5 Correspondence (E-mails)**

**15.6 Medicals of Employees**

**15.7 Clocking Points Records (Weekly)**

**15.8 Checklists – Supplier's Equipment and other OH&S and EMS matters**

**15.9 Minutes of meetings**

**3. CONDITIONS OF THE BID**

- 3.1. Bidders shall not contact the College on any matter relating to their Proposal from the date of the opening of the proposals to the date the contract is awarded.**
- 3.2. If a firm wishes to bring additional information to the notice of the College, it should do so via email, on the email address indicated.**
- 3.3. Any effort by the bidder to influence the College in the proposal evaluation, proposal comparison or contract award decisions may result in the disqualification of the bidder's proposal.**
- 3.4. The evaluation of technical proposals will be based on their responsiveness to the Terms of Reference, applying the evaluation criteria and point system indicated below.**
- 3.5. Each responsive proposal will be given a technical score. A proposal considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.**
- 3.6. The College shall notify bidders of the rejection of their technical proposal after completing the selection process.**

## **4. LEGISLATIVE FRAMEWORK OF THE BID**

### **4.1. Tax Legislation**

- 4.1.1 Bidder(s) must be compliant when submitting a proposal to the Central Johannesburg TVET College and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

### **4.2. Procurement Legislation**

The College has a detailed evaluation methodology premised on its SCM policy, the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### **4.3 Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and standards applicable to the services.

## **5. TIMELINE AND DATES OF THE BID PROCESS**

- 5.1 All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at the College's discretion.
- 5.2 The establishment of a time or date in this bid does not create an obligation on the part of the College to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.
- 5.3 The bidder accepts that, if the College extends the deadline for bid submission for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 6. DETERMINATION OF SCORE FOR FUNCTIONALITY

### 6.1 Functional criteria

- 6.1.1** Functionality points are equal to 100 points. Bidders are required to achieve a minimum score of 80 points on functionality evaluations in order to qualify to be evaluated on Price and Specific Goals. All bidders who do not score the minimum points will be disqualified.
- 6.1.2** This bid will be evaluated using Functionality as a criterion due to the nature of the required service taking into account the quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract.
- 6.1.3** All acceptable bids (those meeting all the specified requirements) will be evaluated in terms of the stipulated criteria and points for functionality.
- 6.1.4** The College will apply Functionality and the 80/20 Preference Point System in the evaluation of this RFT.

- 6.1.5** The functionality points will be allocated in the table below as follows:

1. Bidder Capacity (40)			
Referral		40 Points	
5 references not older than 5 years (appointment letters and completion letters)	15 Points		
4 references not older than 5 years as per form attached (appointment letters and completion letters)	10 points		
3 references not older than 5 years as per form attached (appointment letters and completion letters)	05 Points		
Firearm ownership (5)			
Company firearm license and registration (attach certified copies)	05 Points		
No Company firearm license and registration	00 Points		
Financial Viability (5)			
Liquidity ratio 2:1	05 Points		
Liquidity ratio 1:1	03 Points		
Liquidity ratio below 1:1	01 Points		
Demonstrate that they can be able to cover 6 months salaries and operational costs without disruption (bank statement with minimum of R2 000 000 cash)	10 Points		
Bank A ranking letter with cash confirmation	03 Points		
Cash and cash equivalents below 5% of proposed tender value	01 Points		
Equity Ownership (5)			
Equity greater than 30%	05 Points		
Equity less than 30%	00 Points		
3. Bidder Proposed Approached and Methodology (20)			
Quoted all aspects and specification of project and Service Contract management proposal (strategies of managing the site which addresses the specification)	10 Points	20 Points	
Generic methodology that does not talk to the site	02 Points		
OHS and EMS (breakdown as follows) : (10)			



HIRA	05 Points		
OHS Declarations (Returnables)	02 Points		
OHS methodology and processes	03 Points		

4. Bidder Proposed key personnel (30)			
Supervisor with Grade B Psira / equivalent qualifications and 5 years' experience Experience with Qualification (10 points) Only Experience or Qualification (5 points) No experience and no Qualification (0 points)	10 Points	30 Points	
Other Personnel with Grade C Psira/ equivalent qualification and with 5 years' experience with competency from SAPS (Security Guards) x 10	20 Points		
5. Company Background (10)			
In Security Business for 10 years or more	10 Points	10 Points	
In Security Business for 5-9 years	05 Points		
In Security Business for 1-4 years	04 Points		
In Security Business for less than 1 year	02 Points		

**6.1.7 The score for functionality shall be calculated as follows:**

**6.1.7.1** Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.

**6.1.7.2** The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual bidder for functionality.

**6.1.7.3** Please note that the Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/your clients and use their own discretion to score the bidders proposal accordingly.

**6.1.7.4** It is the responsibility of the bidder to seek clarity by enquiry before submission of the final bid, where the criteria are construed to be ambiguous or confusing. Should there be a difference of interpretation between the bidders and the College, the College reserves the right to make a final ruling on such interpretation.

## **7. ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY**

- 7.1** Bids that score less than 80 points for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference. Out of the 70 points scoring, a minimum of 15 points out of 20 must be from Ability to Maintain, Capacity to Deliver and Record of Previous Work Done.

## **8. TRANSFORMATION REQUIREMENTS**

- 8.1** In line with the national imperative of transformation, which is guided by the B-BBEE Codes of good practice, the organization aims to be a key contributor to socio-economic change in the country. The Central Johannesburg TVET College will therefore prioritize procurement from businesses certified at B-BBEE levels 1 and 2. In addition, preference may be given to companies that are at least 51% black- owned and at least 30% black women owned.

## **9. PRICE AND B-BBEE STATUS LEVEL POINTS**

- 9.1** Preference points for this RFT shall be awarded as below:

<b>Criteria</b>	<b>Sub-criteria</b>	<b>Points</b>
<b>Price</b>	<b>Detailed budget breakdown</b>	<b>80</b>
<b>Points awarded for Specific goals</b>	<b>Specific Goals</b>	<b>20</b>
<b>Total Points</b>		<b>100</b>

**9.2 All remaining bids will be evaluated as follows:**

- 9.2.1 The 80/20 preference point system will be applied. Points for price and points for specific goals**
- 9.2.2 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.**
- 9.2.3 The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark or to a lower scoring bid on justifiable grounds.**

## **10 ADJUDICATION OF BID**

The relevant award structure will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

## **11. SPECIAL CONDITIONS OF TENDER**

The tender document will be available on our website

[www.etenders.gov.z](http://www.etenders.gov.z)

The closing date for submissions is **04 April 2025 at 11:00am**

Briefing session will be held for this tender at  
Central Office  
5 Ubla Avenue (off Princess of  
Wales) Parktown  
2193

Bids should be submitted in a sealed envelope, clearly marked with:

Bid number.  
Closing date and time  
The name and address of the Bidder.

Bidder must submit an Original Tender Document with one (1) copy to the  
College in the manner prescribed in this tender document

Bidders should ensure that bids are delivered and deposited in the tender box at the  
College before or on the closing date and time to the correct physical address. If the  
bid is late, it will not be accepted for consideration.

Submissions must be deposited in the tender box situated as follows:

Central Office  
5 Ubla Avenue (off Princess of  
Wales) Parktown  
2193

The Tender document must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the Tenderer's representative  
Only email enquiries will be attended to;

All quoted prices must be in RSA currency and inclusive of VAT.

All prices and details must be legible / readable to ensure the quote will be considered for adjudication.

The General Conditions of Contract must be accepted and be initialed per page.  
The GCC can be downloaded from the Treasury Website. Please refer to the link below:

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>

All SBD Forms must be fully completed and signed;

Any orders placed within the contract period, will be paid according to the price applicable at the date of order.

In the event of a mistake having been made on the pricing, it shall be crossed out with ink and accompanied by signature.

All prices quoted must be inclusive of VAT, be fixed, firm and include delivery charges and goods must be delivered to the address indicated above.

This tender will be evaluated using functionality and the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act Number 5 of 2000), as amended. 80% will be awarded for Price and 20% will be awarded for BBBEE status contributor level.

A tender will be disqualified should any attempt be made by the tenderer either directly or indirectly to canvass the Central Johannesburg TVET College, or any of its officers or employees in respect of a tender between the date of the tender and the date of the award.

The Central Johannesburg TVET College's reserves the right to reject any and all tenders, and /or negotiate portions thereof.

The lowest or any tender will not necessarily be accepted, nor will any reason be given or assigned for the rejection of the tender.

Tenders submitted electronically will NOT be considered.

Each tender document supplied is for the Tenderer only and may not be copied and submitted by another service provider.

The Bidder shall furnish any additional information that the College may reasonably require.

The College will not be liable for any costs incurred in the preparation of tenders.

The College may ask bidders to send a representative for a Presentation prior to the approval of a tender. The College will not be liable for the costs incurred by the bidder in connection with such interview.

The College reserves the right to visit the premises of the tenderer if deemed necessary.  
Any false declaration of information will result in the exclusion of the tender from consideration.

## 12. ENQUIRIES

The tender document will be uploaded onto the College website. For all Procurement, Tender and Technical related enquiries, prospective bidders may send emails to [tenders@cjc.edu.za](mailto:tenders@cjc.edu.za).  
Should you need to know more about the College, please visit our website at [www.cjc.edu.za](http://www.cjc.edu.za)

\*To ensure a transparent process, only written enquiries will be attended to.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO**

**RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number: **CJC/SEC/002/2025**

Closing Time 11:00am

Closing Date: **02 April 2025**

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

ITEM QUANTITY NO.		DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
Sub Total			
15% Value Added Tax			

<b>Total Inclusive of all Taxes</b>	
-------------------------------------	--

- **Required by:** .....
- **At:** .....  
.....
- **Brand and model** .....
- **Country of origin** .....
- **Does offer comply with specification?** **\*YES/NO**
- If not to specification, indicate deviation(s) .....
- **Period required for delivery** .....  
**\*Delivery: Firm/not firm**
- Delivery basis (all delivery costs must be included in the bid price) .....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

**\*Delete if not applicable**

## 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 interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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



.....

**2.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.**
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.**
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.**
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.**
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.**

**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**

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<sup>2</sup> 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.

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	<b>or</b>	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

**Ps** = Points scored for price of tender under consideration

**Pt** = Price of tender under consideration

**Pmin** = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P<sub>s</sub>** = Points scored for price of tender under consideration  
**P<sub>t</sub>** = Price of tender under consideration  
**P<sub>max</sub>** = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME		10		
QSE		5		
Enterprise situated within the Johannesburg Metro demarcation		5		
Youth ownership Of >50%		3		
Female owned business >50%		2		
		20		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

<b>Notes</b>	<p>The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and 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.</p>
<p><b>General</b></p> <p><b>Conditions of Contract</b></p> <p><b>Definitions</b></p>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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</p>



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.

	<p><b>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.</b></p> <p><b>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</b></p>
<b>Application</b>	<p><b>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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</b></p>
<b>General</b>	<p><b>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. 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>.</b></p>
<b>Standards</b>	<p><b>The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</b></p>
<b>Use of contract documents and information; inspection</b>	<p><b>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. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause 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. 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.</b></p>

<b>Patent rights</b>	<b>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.</b>
<b>Performance Security</b>	<b>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. 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. 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 either 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 a cashier's or certified cheque. 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.</b>
<b>Inspections, tests and analyses</b>	<b>All pre-bidding testing will be for the account of the bidder. 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. 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. If the inspections, tests and analyses 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. Where the supplies or services 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. Supplies and services which do not comply with the contract requirements may be rejected. 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</b>

	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. The provisions 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 clauses of GCC.
<b>Packing</b>	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. 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.
<b>Delivery and Documents</b>	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. Documents to be submitted by the supplier are specified in SCC.
<b>Insurance</b>	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.
<b>Transportation</b>	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>Incidental services</b>	The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including 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. 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.
<b>Spare parts</b>	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
<b>Warranty</b>	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. 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. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
<b>Payment</b>	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. Payment will be made in Rand unless otherwise stipulated in SCC.

<b>Prices</b>	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.
<b>Contract Amendments</b>	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>Assignment</b>	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.
<b>Subcontracts</b>	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
<b>Delays in the supplier's performance</b>	<p>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. 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. 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. 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. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. 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</p>
<b>Penalties</b>	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

	<p>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.</p>
<p><b>Termination for default</b></p>	<p>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:</p> <p>(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 (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. 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. 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. 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. 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. 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. If a court of law convicts a person of an offence as contemplated in sections</p>

	<p>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.</p>
<p><b>Anti-dumping and countervailing duties and rights</b></p>	<p>When, after the date of bid, provisional payments are required, or antidumping 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 favorable 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.</p>
<p><b>Force Majeure</b></p>	<p>Notwithstanding the provisions of GCC Clauses, 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. 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.</p>
<p><b>Termination for insolvency</b></p>	<p>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.</p>
<p><b>Settlement of Disputes</b></p>	<p>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. If,</p>



	<p>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. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 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.</p>
<b>Limitation of liability</b>	<p>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.</p>
<b>Governing Language</b>	<p>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.</p>
<b>Applicable law</b>	<p>The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>Notices</b>	<p>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.</p>
<b>Taxes and duties</b>	<p>A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>

<b>National Industrial Participation Programme</b>	<b>The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</b>
<b>Prohibition of Restrictive practices</b>	<p>In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 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 Central Johannesburg TVET College for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. If a bidder(s) or contractor(s), has / have been found guilty by the Central Johannesburg TVET College 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.</p>