



NORTH WEST HOUSING
C O R P O R A T I O N

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION
OF SECURITY SERVICES FOR NORTH WEST HOUSING
CORPORATION FOR A PERIOD OF 36 MONTHS.**

TENDER NUMBER: NWHC 02/2023

CLOSING DATE: 21 SEPTEMBER 2023

CLOSING TIME: 11H00

NAME OF BIDDER :

CONTACT PERSON :

ADDRESS OF BIDDER:

.....

TEL NUMBER : (.....).....

EMAIL :

CSD NUMBER :

BBBEE LEVEL :

ISSUED BY:

SUPPLY CHAIN MANAGEMENT

NORTH WEST HOUSING CORPORATION

23 FIRST STREET

SEGARONA BUILDING

INDUSTRIAL SITE, MAFIKENG

2745

TEL: [018] 110 0761



INVITATION TO BID

NWHC 02/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR NORTH WEST HOUSING CORPORATION FOR A PERIOD OF 36 MONTHS.

1. Service providers are hereby invited to submit proposals for the provision of office premises for North-West Housing Corporation (NWHC).
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other condition accompanying this invitation are applicable.
3. The bidder proposal must be clearly outlined, specified and terms must not conflict with those contained in the General Conditions of Contract.
4. All the documents accompanying this invitation must be completed and signed in ink where applicable by a duly authorised official, be sealed in an envelope or suitable cover marked NWHC 02/2023 and be deposited / placed in a bid box at North-West Housing Corporation Head Office, Segarona Building, No.23 First Street, Industrial Site, Mafikeng.
5. This tender will close on **Thursday, 21st September 2023 at 11H00.**
6. All enquiries pertaining specifications / SCM related can be directed to Mr L. Makwati at (018) 110 0872.
7. **Bid documents can be downloaded from E-tender portal publication (www.etenders.gov.za) or www.nwhc.co.za.**
8. Faxed, emailed bids will not be considered, only hand delivered bids will be accepted.
9. **NWHC** reserves the right to award any proposal in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.

10. CONDITIONS TO BID:

This bid is used under the condition that the bidder should at any stage during the production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of NWHC or organization acting on behalf of NWHC. The bidder shall provide, if required all required facilities for inspections, tests, and analysis of the available apparatus, which may be required for the purpose of such inspection, test and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing may be examined as part of the inspection.

The bid will be awarded subject to the parties signing a Service Level Agreement (SLA).

11. MANDATORY REQUIREMENTS

- 11.1. All bidders must actively be registered on the National Treasury Central Supplier Database (CSD).
- 11.2. All Bidders employed by the state are not allowed to participate on this bid.
- 11.3. All bidders who are restricted in terms of National Treasury list are not allowed to participate on this bid.

12. SUBMISSION OF BIDS

Bidders must submit the bid in hard copy format (original documents) to 23 First Street, Industrial Site, Mafikeng, 2745 before the closing date and time. All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorized official.

The Hard copy of the bid response will serve as the legal bid document. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after bid closing date and time.

13. LATE BIDS

Bids received after the closing date and time, at the address indicated above will not be accepted for consideration.

14. BID VALIDITY PERIOD

Bids will be valid for a period of 90 days from the closing date.

15. VALUE ADDED TAX (VAT)

All bids' prices must be quoted in South African currency and must be VAT inclusive where applicable. All bidding vendors must have a VALID bank account.

16. TAX CLEARANCE REQUIREMENTS

The Central Supplier Database (CSD) and the Tax compliance Pin are the only two methods approved of verifying the tax compliance status of the bidder therefore only the CSD and the tax compliance pin will be accepted for this bid.

17. B-BBEE

Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof to claim the B-BBEE status level points. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.

If two or more bids have scored equal points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

18. COMPANY REGISTRATION DOCUMENTS

A copy of registration certificate, where applicable, indicating names and percentages of shareholders and shareholding (equity) respectively, must be attached.

19. IDENTITY DOCUMENTS

Recently certified (not older than three months) copies of Identity Document for all shareholders must be included.

20. JOINT VENTURE

In the event of a joint venture both entities must submit valid Tax clearance certificate, company registration where applicable and certified copies of Identity Documents. A joint venture agreement endorsed by both parties and attested by the Commissioner of Oath must also be attached. Bidders are required to submit a consolidated B-BBEE status level verification certificate in the joint venture not being scored for B-BBEE status level.

21. BID ENQUIRIES

Supply Chain Management Enquiries

Mr. F L Makwati

(018) 110 0761

flmakwati@nwhc.co.za

Technical Enquiries

Ms. Jane Motshegwe

(018) 110 0761

lmotshegwe@nwhc.co.za

STATUTORY NON-TECHNICAL MANDATORY REQUIREMENTS

- Company Registration Documents (CIPC)
- List of all shareholders / directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
- Companies must be registered on the CSD (Attach Proof of Central Supplier Database (CSD) registration)
- Duly completed and signed SBD 1 Invitation to bid.
- Duly completed and signed SBD 4 Bidder's Disclosure
- Duly completed and signed SBD 6.1 PPPFA regulations claim form.
- Joint Venture Agreement signed by all parties (where JV is in use) and submit copies of company documentation for each party.
- Tax Compliance Status Letter with a unique pin

- Attach B-BBEE certificate or affidavit B-BBE certificate (B-BBEE Status Level of Contribution. Certified copy of a B-BBEE certificate issued by a SANAS accredited agency or an affidavit in the prescribed format by the National Treasury for EMEs and QSEs or BBBEE certificate issued by the Companies and Intellectual Property Commission will be accepted. Service Providers that fail to submit BBBEE credentials shall NOT be allocated preference points in line with the PPPF-Act regulations of 2017).

PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS ARE COMPLETED AND SIGNED:

- SBD 1: Invitation of bid
- Terms of Reference
- SBD 2: Tax clearance requirements
- SBD 3.3: Pricing schedule – offer to Purchase.
- SBD 4: Declaration of Interest
- SBD 6.1: Preferential point claim form in terms of the Preferential Procurement Regulation 2011
- General Conditions of Contract

NB: SHOULD ALL DOCUMENTS STATED ABOVE NOT BE ATTACHED, FULLY COMPLETED AND DULY SIGNED BY A DESIGNATED PERSON, YOUR BID WILL BE DECLARED INVALID.



NORTH WEST HOUSING
C O R P O R A T I O N

INVITATION TO BID

BID NUMBER	BID DESCRIPTION	BID DOCUMENT OBTAINABLE FROM	EVALUATION CRITERIA	CLOSING DATE AND TIME	ENQUIRY
NWHC 02/2023	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR NORTH WEST HOUSING CORPORATION FOR A PERIOD OF 36 MONTHS).	E-Tender portal and NWHC website – www.nwhc.co.za Bid documents will be available on Friday, 01st September 2023	Functionality as specified in the bid document. 80/20 scoring will be applicable. 80 – Price 20 – Preferential Points	Thursday, 21st September 2023 at 11H00 NWHC Head Office, Segarona Building, No.23 First Street, Industrial site, Matikeng	Scope/Terms of reference: Ms. Jane Motshegwe lmotshegwe@nwhc.co.za 018 381 5029 / 079 834 8554 Supply Chain Enquiries: Mr Lethogonolo Makwati flmakwati@nwhc.co.za 018 110 0761 / 072 951 7481

Bid documents can be downloaded from National Treasury's E-Tender Publication Portal and NWHC website, www.nwhc.co.za



NORTH WEST HOUSING
C O R P O R A T I O N

Completed Original bid documents must be sealed and marked with the relevant bid/proposal document number and description thereof and must be hand delivered or couriered and dropped in the Tender box at the address indicated under the above closing date and venue.

The North-West Housing Corporation does not bind itself to accept the lowest or any other bid in a whole or part.

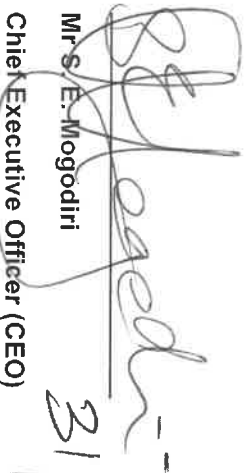
If you do not hear from NWHC within 90 days of the closing date, you must regard your offer as unsuccessful.

Service providers are requested to register on the Central Supplier Database <https://secure.csd.gov.za/>, which can be accessed on the National Treasury website in order to conduct business with them.

No Faxed or emailed bids will be accepted.

Late bids will not be accepted.

Approved


Mr S. E. Mogodiri
31/08/2023
Chief Executive Officer (CEO)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST HOUSING CORPORATION

BID NUMBER:	NWHC 02 / 2023	CLOSING DATE:	21st SEPTEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SECURITY SERVICES FOR NORTH WEST HOUSING CORPORATION FOR A PERIOD OF 36 MONTHS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

NO.23 FIRST STREET, SEGARONA BUILDING

INDUSTRIAL SITE

MAFIKENG

2745

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	LETLHOGONOLO MAKWATI
TELEPHONE NUMBER	018 011 0761
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	flmakwati@nwhe.co.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	JANE MOTSHGWE
TELEPHONE NUMBER	018 381 5029
FACSIMILE NUMBER	
E-MAIL ADDRESS	lmontshegwe@nwhe.co.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No:

MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

.....

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

- 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	
SPECIFIC GOALS	
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:

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people (must be included as a specific goal)	<p>Maximum 8 points</p> <ul style="list-style-type: none"> ○ 100% Black ownership – 8 points ○ Less than 100% and above 51% Black ownership – 4 points ○ Less than 51% Black ownership – 0 points <p>Proof of ownership must be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report</p>	
Enterprise owned by women, youth, or military veterans, people living with disabilities.	<p>Maximum 8 points</p> <p>BLACK WOMEN OWNED ENTERPRISE</p> <ul style="list-style-type: none"> ○ 100% Black women enterprise – 4 points ○ Less than 30% Black women enterprise – 0 points <p>BLACK YOUTH and MILITARY VETERAN ENTERPRISE</p> <ul style="list-style-type: none"> ○ 100% Black youth - 2 points ○ Military Veteran enterprise – 1 point ○ Less than 100% Black youth and Military Veteran enterprise – 0 point <p>DISABILITY OWNED ENTERPRISE</p> <ul style="list-style-type: none"> ○ 20% or more enterprise with disability – 1 point 	

	<ul style="list-style-type: none"> o Less than 20% enterprise with disability – 0 point <p>Proof of points claimed must be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number</p>	
Enterprise location	<p>Maximum 4 Points</p> <ul style="list-style-type: none"> - Within North West Province – 4 points Outside North West Province – 2 points 	

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:



NORTH WEST HOUSING
CORPORATION

PROPERTY DEVELOPMENT & MANAGEMENT

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO DO PROVISION FOR
SECURITY SERVICES FOR NORTH WEST HOUSING CORPORATION
FOR A PERIOD OF 36 MONTHS.**

TENDER NUMBER: NWHC 02/2023

1. BACKGROUND

The North-West Housing Corporation (NWHC) is a schedule 3(c) Public Entity in terms of the Public Finance Management Act ("PFMA") No.1 of 1999 and it was established in terms of the North West Housing Corporation Act 24 of 1982 as amended. However, a decision was taken by the Provincial Executive Council (EXCO) during the 2008/09 financial year to close the Corporation.

The Corporation was established by ACT, for the purposes of providing and furthering the provision of housing and accommodation in the Province on a coordinated basis and on a national scale and assisting in the formation of policies to achieve these objectives, to provide for the management, control and representation of the said Corporation by a Board of Directors, to define the powers, functions and duties of the said Corporation, and to provide for incidental matters.

2. BACKGROUND TO ASSIGNMENT / PROCUREMENT

North West Housing Corporation is requesting proposals from potential service providers for the provision of security services to the North West Housing Corporation, and as and when additional guards required.

The appointment will be for a period of **THIRTY-SIX (36) Months** from the date

of signing of the appointment letter and Service Level Agreement (SLA).

3. COOPERATIVE GOVERNANCE

The service provider shall at all times for the duration of this agreement and or any renewal or extension thereof, be in possession of or comply with all relevant legislation, including the following:

- 3.1. Compensation for Occupational Injuries and Diseases Act 130 Of 1993, as amended.
- 3.2. Employment Equity Act, Act 55 of 1998, as amended
- 3.3. Skills Development Act, Act 79 of 1998 as amended
- 3.4. Unemployment Insurance Act, Act 63 of 2001, as amended
- 3.5. Basic Conditions of Employment Act, Act 75 of 1997, as amended
Sectoral Determination 6, Private Security Sector;
- 3.6. Labour Relations Act, Act 66 of 1995
- 3.7. Occupational Health and Safety Act, Act 85 of 1993 Arms and Ammunition Act, Act 75 of 1969
- 3.8. Income Tax Act, Act 28 of 1997, as amended Value Added Tax Act, Act 81 of 1991, as amended
- 3.9. Provincial ordinances and local authority by-laws, and all relevant regulations promulgated in terms thereof having an effect on its business or the security personnel provided in terms of this agreement.

4. RESPONSIVENESS CRITERIA

All respondents who make submissions must FULLY satisfy the following to be responsive:

- 4.1. Fully completed Bid Document
- 4.2. Completed and Signed SBD forms\
- 4.3. Submission of Original Valid Tax Clearance Certificate (TCC)
- 4.4. Certified B-BBEE Rating Certificate/ Affidavit.
- 4.5. Certified copies of ID(s) of Directors or main shareholders.

- 4.6. Valid company PSIRA (Private Security Industry Regulatory Authority)
- 4.7. Valid Director of PSIRA Certificate
- 4.8. Valid PSIRA letter of good standing
- 4.9. Valid certified Director Police Clearance
- 4.10. Valid Proof of Insurance Cover (Public Liability)
- 4.11. Valid UIF: certificate of compliance
- 4.12. Valid Workman's compensation letter of good standing
- 4.13. Company Profile
- 4.14. CVs of all personnel indicating relevant experience
- 4.15. Copies of Qualification
- 4.16. Proof of relevant company experience (company profile)
- 4.17. CSD Full Report

Any bidder that does not comply with ANY of the above-mentioned criteria will be eliminated from the evaluation process and will not be considered for the panel.

5. CONTRACT SPECIFICATION - SCOPE/REQUIREMENT OF WORK/ SERVICES (*DELIVERABLES*)

Provisions of Security services (Grade C) for a period of Twenty-Four (24) Months and as and when additional guards are required on site/offices / institutions of North West Housing Corporation will entail the following:

5.1. Physical Guarding

- i. The duties of the security officers/guards shall be to patrol the sites allocated to the Service Provider and to prevent individuals from illegally entering and removing equipment or material from the sites concerned.
- ii. To guard and protect the buildings, equipment and material against damage, theft and vandalism including the removal of vagrants, loiterers and yard- sneakers from the premises.
- iii. Patrols shall be done on foot, at least twice per hour every hour for the duration of the shift, unless specified differently in the Site Operational Plan.

- iv. The Service Provider's Supervisor, will do a site inspection twice during every shift (Day and Night), shall also do a patrol session to ascertain that all is in order on the site.
- v. He/she will record his/her findings In the Occurrence Book.
- vi. Patrols executed, criminal acts and any irregularities observed must be recorded in the occurrence book.
- vii. The security officers/ guards will apprehend and detain any suspicious person on the premises (including vagrants, loiterers and yard sneakers), and take relevant action against them as discussed below
- viii. The security officers/ guards shall in the event of a robbery, with due regard to the safety of the guards, the NWHC employees and the public, attempt to engage/ the robbers or disarm them in compliance with the Law and PSIRA.
- ix. Security officers/guards must obey all the instructions of the Operations Manager of the Service Provider, or, if he/she is absent, the NWHC Security Manager.
- x. Under no circumstances shall they act in such a manner that they may put anybody's life at risk.
- xi. The security officers/ guards shall attempt to observe and to remember as much details of the robbers' descriptions and their dress, which may assist SAPS to identify the perpetrators at a later stage.
- xii. Security officers/ guards shall report any suspicious action or unusual occurrence to his/ her Radio Control Centre, the NWHC Security Manager and the SAPS.
- xiii. Security officers/ guards to patrol areas, as and when required (by separate order from North West Housing Corporation), with vehicles, to prevent people from illegally dumping on open stands/premises, to apprehend such people and to call their Supervisor and or official in charge of the area concerned and to record all incidents in the occurrence book on site.
- xiv. The provision of security services, as and when required (by separate order from North West Housing Corporation) in order to prevent illegal erection of structures in respect of instances of vagrancy on all our guarded premises owned by North West Housing Corporation.
- xv. The Supervisor/Operations Manager of the Service Provider shall exercise supervision over the security officers deployed at North West Housing

Corporation's Installations.

5.2. Access Control

- i. Access control includes, but is not limited to, the monitoring of entering and exiting of staff, pedestrians and vehicles to and from North West Housing Corporation premises (sites) by checking through a staff register in and out the North West Housing Corporation employees and ensuring that visitors are issued with visitors' permit and/ or register in the visitors register prior to gaining access.

5.3. Pedestrian

- i. All persons entering the site(s) of North West Housing Corporation shall have an identification card or visitors' permits, where applicable.
- ii. The security officer/guard shall be responsible to verify the entry/exit of all persons at these entry/exit points by ensuring that all employees of North West Housing Corporation and other service providers, i.e. contractors, carry the necessary identity cards or visitors' slips prior to allowing them access/egress to/from the site(s).
- iii. Where employees and contractors continuously fail to adhere to this policy, the security officer/guard must communicate the matter to the Site Manager, his Supervisor and the NWHC Security Manager for further appropriate actions.
- iv. The security officer/guard shall search luggage, bags, etc. at random, as and when required, of all persons entering and leaving the premises.
- v. Technical access control systems such as turnstiles, mantraps, etc. which require physical guards, must be monitored to limit access to only authorized personnel with visibly displayed ID cards.
- vi. A person without ID card or visitor's permit shall not be allowed access onto the premises of North West Housing Corporation.
- vii. The security officer/guard shall first confirm all visits to the site/premises by contacting by phone the staff member to be visited.
- viii. Where a receptionist desk is available, the visitor must be directed to the receptionist desk to acquire the necessary visitor's slip and/or temporary access card.
- ix. Where no reception desk exists, the security guard will issue the necessary visitor's slip and/or temporary access card and record the

visitor's particulars in the visitor register.

- x. The visitors' details must be entered into the Visitor's Register by the security officer/guard on duty.
- xi. After the completion of the visit, the signed visitor's slip and/or temporary access card must be collected at the original point of entry, by the receptionist or security officer/guard prior to the visitor being allowed to exit the premises. The Security Officer/Guard must inform his Supervisor and the Site Manager of any missing slips/cards at the end of each day.
- xii. Security officers/guards shall continuously check sites of North West Housing Corporation equipped with technical access control systems/ equipment upon commencement of each shift to ensure proper functioning thereof.
 - a. Any Problems or unusual occurrences must be recorded in the occurrence book.
 - b. Immediately and reported to the Site Manager and/or to the NWHC Security Manager. In the event of an emergency occurring after hours, the Site Manager and/or the NWHC Security Manager must be contacted immediately as well as an entry recorded in the Occurrence Book.

5.4. Vehicles

- i. The security officer/guard shall monitor and control the entry/exit in respect of all vehicles into, or out of the premises of North West Housing Corporation (where applicable).
- ii. At certain sites the requirements may also dictate that all vehicles entering/exiting the site must have their details recorded in the Vehicle Register.
- iii. All vehicles entering and leaving any of the premises of North West Housing Corporation must be searched, as and when required.
- iv. No entry to controlled parking areas will take place without prior arrangement.
- v. The security officer/guard taking over duty upon commencement of each shift to ensure proper functioning of the system/equipment must check the premises containing technical access control systems at vehicle entrances/exits. Any malfunctions or problems must be reported to the Site Manager and/or the NWHC Security Manager for the specific region.

5.5. Access Control after Hours, Weekends and Public Holidays

- i. All persons (employees and non-employees) requiring access after-hours, weekends and public holidays are required to record all relevant information in the After Hours Register.
- ii. This information is to be completed by the relevant security officer/guard, which will also include all pedestrian and vehicle access.
- iii. The security officer/guard must personally complete all details in the After Hours Register and ensure that all information is legible and accurate.
- iv. All attempts of unauthorized access must be recorded in the Occurrence Book and access must be denied.
- v. The matter must also immediately be reported to the Site Manager and/or the NWHC Security Manager.
- vi. Where unauthorized access is gained, the Site Manager, the Supervisor and the NWHC Security Manager must be notified immediately.

5.6. Unauthorized Access

All attempts of unauthorized access must be reported immediately to the Service Provider's Radio Control Centre, the Site Manager and the NWHC Security Manager. In the event of a person being caught attempting to gain unauthorized access, the person must be detained and the Site Manager and the Service Provider's Operations Manager must be informed immediately of the situation.

5.7. Key Control

- i. Proper key control, in terms of the Site Key Control Policy and Procedures must be maintained by the security officers/guards entrusted with keys always used by North West Housing Corporation. Should losses occur due to lack of key control by the Security Officers/Guards, the Service Provider shall be held liable for any such losses.
- ii. Under no circumstances must security officers/guards accept any keys unless previously arranged and approved to do so by the Site Manager and the NWHC Security Manager. Keys are to be signed for in the Site Manager's Key Register.

5.8. Complete on of Various Registers on Site

Responsibility for completion of all registers shall be the duty of the security officers/guards and their Supervisors.

5.9. Number of Required Guards Per Site

NO.	SITE / OFFICE/ BUILDING NAME	DAY SHIFT	NIGHT SHIFT	TOTAL GUARDS
01	NWHC HEAD OFFICE (MAFIKENG)	02	02	04
02	KAGISO FLATS	02	02	04
03	MATLOSANA CRU	02	02	04

6. COMPLIANCE TO REQUIREMENTS

- 6.1. All security Officers must be registered in terms of section 10 (1) b of the security officers act 92 of 1987.
- 6.2. All security officers must be trained to the standards set by Private Security Industry Regulation Authority (PSIRA), training should have been done by an accredited training institution.
- 6.3. The price per security guard must be in line with guidelines relevant to the sectoral determination and legislation.
- 6.4. Same number of personnel must work on each site, this will ensure continuity and consistency in the provision of service.
- 6.5. A list of personnel must be kept per site (name, copy of ID, PSIRA registration number) within 30 days of assumption of duty, failure to comply may lead to immediate termination of contract.
- 6.6. The Company must have a Supervisor on site to react to emergencies. The supervisor must have at least two years' experience in security management, proof to be provided.
- 6.7. The company must have well established and equipped control room that works 24 hours in location of operation. This room must comply with the standard set by PSIRA and will be inspected prior to the adjudication of the tender. Failure to comply will lead to disqualification.
- 6.8. The company should have unemployment insurance and workmen compensation insurance fund for its personnel
- 6.9. The company should provide proof of public Liability Insurance. The required insurance shall provide adequate protection for the service provider against loss and or damage claims arising from the operations under his contract, whether such operations be by the insured and any

against of the special hazard that may be encountered in the performance of this contract.

6.10. Requirement for Security personnel:

- Grade 10 or higher
- Be able to speak, read and write.
- Above 18 years old and less than 65 years
- One-year relevant experience
- Physically and mentally fit
- Must be in full uniform at all times (the uniform must be neat and tidy.
- Company name should be clearly identifiable on the uniform

6.11. Security equipment and documents required:

- Baton sticks
- Hand cuffs
- Whistle
- Flash light
- Hand held metal detectors (two per site)
- Pens per guard
- Two-way radio per site
- Pocket book per guard
- Clear Identification of the individual with name tags
- Rain coats
- Declaration register
- Occurrence book
- Pepper Spray

6.12. The service provider must sign a non-disclosure agreement.

6.13. The NWHC will do inspections at any time as it may deem necessary.

6.14. Quarterly security meetings will be held with the NWHC, Director of the security company must attend.

7. PURCHASE OF SECURITY SERVICES

North West Housing Corporation reserves the unconditional right to purchase only those security services which are required on an as-and-when required basis to suit its needs from the Service Provider and may not necessarily purchase the full spectrum of services offered by the Service Provider in the Tender document.

8. NORTH WEST HOUSING CORPORATION SECURITY SITES

North West Housing Corporation reserves the right to create new security sites or to terminate individual security sites at any given time.

The Service Provider shall commence delivering services on the new security site(s) within twenty-four (24) hours after receipt of the order.

The Service Provider will receive sixty (60) days' notice of the intention of the North West Housing Corporation to terminate the number of sites as originally allocated to the Service Provider.

9. SUPPLY OF MANPOWER REQUIRED

The Service Provider shall be bound to supply within twenty-four hours whatever number of security guards, which North West Housing Corporation reasonably requires during the period of the contract.

10. SECURITY OFFICERS/GUARDS REQUIRED

The Service Provider acknowledges that the quantity (number) of security officers/guards, within the various categories which will be required to meet the service as required by North West Housing Corporation within the various Regions, during the duration of this contract.

11. COMPANY EQUIPMENT AND MANPOWER

The Service Provider shall ensure that adequate equipment and manpower will always be available and operational, for maintaining and managing an effective security service delivery to North West Housing Corporation for the duration of the contract period.

12. INSPECTION OF SERVICE PROVIDER'S PREMISES

The Service Provider shall allow access to its premises at all reasonable times and shall give his/her full co-operation to Representatives of North West Housing Corporation, to inspect security work in progress for the duration of this contract.

13. APPOINTMENT OF A LIAISON OFFICIAL

The Service Provider shall appoint a Liaison Officer/Operations Manager whose responsibility it will be to interact with the NWHC Security Manager deployed to the specific region on a twenty-four (24) hour basis. This will be the official line of communication for the purposes of this Contract.

14. MINIMUM LABOUR STANDARDS

The Service Provider agrees that it will maintain all minimum Labour standards required by law in the execution of this contract.

The Service Provider further agrees that the cost of such minimum standards is included in the quotation price, and that increases in the tender price may be claimed on the basis of such minimum labour standards being enforced or required by Law and PSIRA.

15. CONTINGENCY PLAN

The Service Provider must submit a contingency plan within one month after signing this agreement, as to how services will be rendered on a continuous basis, for example, in the case of an emergency, strike, lockout etc.

16. DRAFT DOCUMENTS REQUIRED WITH THE SUBMISSION ARE:

16.1. Draft SITE OPERATIONAL PLAN

16.2. Draft OCCURRENCE BOOK

16.3. Draft CONTINGENCY PLAN

17. LIABILITY DURING EMERGENCIES

In the event of an emergency, strike, lockout etc., the Service Provider will remain liable for the security situation on the various security sites of North West Housing Corporation.

18. CHARGES AND PAYMENTS

18.1. Amount payable by NWHC to the security service provider in respect of the security service rendered shall be in accordance with the schedule of services, quantities and adjustment rates are determined by PSIRA on an annual basis.

18.2. Payment of annual adjustment rates shall only be due and owing to the Security service provider upon submission to NWHC documentary proof bearing the latest determination from PSIRA.

18.3. The security service provider shall, within one week of the end of each calendar month, submit to NWHC a Tax Invoice, to be certified by the service provider and NWHC, specifying the service rendered during the immediate preceding month and detailing the amount due and payable to the service provider. Value added Tax shall be shown separately on each invoice. Payment shall not be effected unless authenticated by the service provider.

18.4. Payment for the Security services shall be made by the NWHC to the security service provider within Thirty (30) days calculated from the date

of receipt of correct invoice.

18.5. The NWHC shall not effect payment for the provision of additional security personnel unless written authority is granted by the NWHC before commencement of such services.

18.6. The security service provider shall undertake to:

- be solely responsible for payment of all costs of security personnel deployed in terms of this agreement, including but not limited to salaries, bonuses, pension fund contributions and insurance funds.
- be responsible for the payment of, inter alia, all applicable taxes, charges, duties of fees assessed or levied by the central government, commissioner for occupational injuries, and diseases, provincial government, local authorities or regional service council and the personnel or as a result of the security personnel being provided by the service provider in terms of this agreement and it shall, on request furnish documentary proof for the client that any or all. of these payments have in fact been made.

18.7. The service provider must only utilize bona fide employees of the service provider employed in terms of valid and binding contract of employment between the employee and the service provider to provide security.

18.8. All payments are subject to audit by the NWHC.

18.9. The service provider shall preserve its records for such a period as the South African Revenue Services may require or five years from date of payment, whichever period is longest.

19. EVALUATION CRITERIA TO BE USED:

19.1. The Entity must, in the tender documents, stipulate:

19.1.1. The applicable Preference Point System is envisaged.

19.1.2. The Specific Goal in the invitation to submit the tender for which a point may be awarded; and

19.1.3. The number of points that will be awarded to each goal, and proof of the claim for such a goal.

19.2. The specific goals applicable to the North West Housing Corporation for all procurement transactions and income generating above R1,000,000 and up to R50,000,000 inclusive of all applicable taxes based on the 80/20 points system are:

#	Specific goals	Procurement Transactions
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		Preference points allocated out of 20
1.	Enterprises owned by black people (must be included as a specific goal)	Maximum 8 points <ul style="list-style-type: none"> 100% Black ownership – 8 points Less than 100% and above 51% Black ownership – 4 points Less than 51% Black ownership – 0 points Proof of ownership must be verified by either one of the following documents: CIPC Certificate, Valid B-BBEE Certificate & CSD report
2.	Enterprise owned by women, youth, or military veterans, people living with disabilities.	Maximum 8 points <p>BLACK WOMEN OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black women enterprise – 4 points Less than 30% Black women enterprise – 0 points <p>BLACK YOUTH and MILITARY VETERAN ENTERPRISE</p> <ul style="list-style-type: none"> 100% Black youth - 2 points Military Veteran enterprise – 1 point Less than 100% Black youth and Military Veteran enterprise – 0 point <p>DISABILITY OWNED ENTERPRISE</p> <ul style="list-style-type: none"> 20% or more enterprise with disability – 1 point Less than 20% enterprise with disability – 0 point Proof of points claimed must be verified by the following documents: CIPC Certificate, ID Document, CSD report, Medical report by the medical practitioner for disability, Military Force Number
3.	Enterprise location	Maximum 4 Points <ul style="list-style-type: none"> Within North West Province – 4 points Outside North West Province – 2 points

Table 1: Technical Evaluation Criteria

The following criteria will be used for evaluating all bids/proposals for functionality and bidders are expected to obtain a minimum of 70 points out of 100 points to proceed/qualify for further evaluation. Failure to obtain the prescribed 70 points will automatically disqualify the bidder from proceeding to the next evaluation stage.

NO	CRITERIA	REQUIREMENTS	POINTS	WEIGHT
01	COMPANY EXPERIENCE (Similar projects completed - Appointment letters and reference letters stating the value for the contract.	5 or more appointment/ reference letters attached	30	30
		3 to 4 appointment / reference letters attached	20	
		1 to 2 appointment / reference letters attached	10	
		No Submission	0	
02	Valid ICASA License for a Security Communication Company	Proof Submitted	5	5
		No Submission	0	
03	Company Equipment (Proof) <ul style="list-style-type: none">• Patrol Vehicles• Active Two-Way Radios	Proof Submitted for 2 required	15	15
		Proof Submitted for 1 required	8	
		No Submission	0	
04	LOCALITY (This will be based on the registered address of the company registration documents)	Bidders within the Province	30	30
		Bidders outside the Province	0	
05	Black, Youth, Disability, Women Owned	Black Owned	5	20
		Youth	5	
		Women Owned	5	
		Disability	5	
TOTAL POINTS FOR FUNCTIONALITY				100

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.