 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID		Page 1 of 4						
BID NUMBER										
BID DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.	



Provincial Supply Chain Management

INVITATION TO BID

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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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INVITATION TO BID

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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, 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		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information being processed by the Gauteng Department of Education. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Education (**The Department**) operational requirements and for purposes of complying with its policies, procedures, and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (INSERT FULL NAME AND SURNAME) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1.
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.
10. With my signature below, I do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at on this day of20.....

.....

Name of data subject/ designated person

Signature

.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " as specified " (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.


This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 1 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

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.

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
------------	--	-----------	--

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES		NO	
------------	--	-----------	--

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 2 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.

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.

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	BIDDER'S DISCLOSURE	Page: 3 of 3

- 3.5 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.
- 3.6 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.
- 3.7 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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of the Bidder	

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

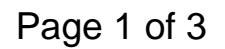
Bid number Closing date:.....

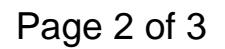
Name of bidder.....

Postal address
.....

Signature..... Name (in print).....

Date.....







PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TERMS OF REFERENCE

INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

DISCLAIMER

The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee, or endowments to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service provider(s) or any other party in connection therewith.

INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

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INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

1. Background

The Gauteng Department of Education (GDE) is committed to ensuring that GDE Sites/ Infrastructure, personnel, information and assets i.e. (Head Office, District Offices, Teacher Centres, Early childhood Development centres and selected sites) are always safeguarded. Tampering or theft of the GDE equipment and/or documents may compromise the Department's ability to deliver its mandate.

The GDE seeks to appoint PSIRA-registered service provider (s) to provide physical security services at GDE Sites. The appointed service provider (s) will be expected to provide:

- a. PSIRA-registered grade B & C/D/E guards.
- b. Security equipment (refer to paragraph 4.1.1.4).
- c. PSIRA Registered grade C/D/E certified dog handlers.
- d. K9 Search and Rescue Guard dogs.
- e. Site Manager (s) that will be responsible to manage day to day security activities.

2. Legal Framework

2.1 The following legislative framework will be applicable but not limited to:

- a. The Constitution of the Republic of South Africa Act 108 of 1996, as amended.
- b. Public Finance Management Act 1 of 1999, as amended.
- c. Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- d. Preferential Procurement Regulations 2022.
- e. Broad-Based Black Economic Empowerment Act 53 of 2003, as amended.
- f. Private Security Industry Regulatory Authority regarding the regulations of Security Officers' Act 92 of 1987, as amended.
- g. Private Security Industry Regulatory Authority Act.56 of 2001, as amended.
- h. The Control of Access to Public Premises and Motor Vehicles Act. 53 of 1985, as amended.
- i. Criminal Procedure Act 51 of 1977, as amended.
- j. The Criminal Law Amendment, Act. 59 of 1983, as amended.
- k. Drug and Drug Trafficking Act 140 of 1992, as amended.
- l. Firearms Control Act 60 of 2000, as amended.

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- m. Promotion of Access to Information Act 2 of 2000, as amended.
 - n. Promotion of Administrative Justice Act 3 of 2000, as amended.
 - o. Trespass Act 6 of 1959, as amended.
 - p. Labour Relations Act 66 of 1995, as amended.
 - q. Basic Conditions of employment Act no 75, 1997
 - r. Occupational Health and Safety Act.85 of 1993, as amended.
 - s. National Education Policy Act 27 of 1996, as amended.
 - t. The South African Schools Act 84 of 1996, as amended.
 - u. Public Service Act 103 of 1994, as amended.
 - v. Gauteng Schools Educations Act 6 of 1995, as amended.
 - w. Electronic communications Act 36 of 2005, as amended.
 - x. Protection of personal information Act No 4 of 2013, as amended.
 - y. Animals Protection Act 71 of 1962, as amended.

3. Project Brief

- 3.1** The Gauteng Department of Education (GDE) intends to appoint PSIRA-registered service provider(s) to provide 24-hours physical security services daily including weekends and public holidays to secure GDE Sites/ Infrastructure, personnel, information, assets, and its office buildings i.e., Head Office, District Offices, Teacher Centres, Early Childhood development centres spread across the province. The required security guard grading is grade B and C/D/E as well as security equipment, vehicles, certified dog-handlers, and K9 Search and Rescue Guard dogs.

Tables 1 - 4 below illustrates details of the sites where the services are required.

Table 1

NO	SITE	ADDRESS	Area
	Head Office		
1	Site 1	6 Hollard Street JHB	Johannesburg
2	Site 2	26 Loveday Street, JHB	Johannesburg
3	Site 3	30 Loveday Str, JHB	Johannesburg
4	Site 4	26 Loveday Street Cameral Room	Johannesburg
5	Site 6 (Quality Assurance)	117 Montague Street, Boksburg	Boksburg

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Table 2

NO	District Offices Addresses		Area
1	Gauteng North	86 Watermeyer Street, Val De Grace	Pretoria East
2	Gauteng West	Cnr. Human & Boshoff Street	Krugersdorp
3	Tshwane south	265 Pretorius Street, President Towers	Pretoria
4	Tshwane West	Klipgat Road, Old Hebron College	Hebron
5	Ekurhuleni North	56 Howard Street	Benoni
6	Gauteng East	The avenues, Telkom Building	Springs
7	Ekurhuleni South	Meyersdal no 2 Robin close, Infinity office Park	Meyerspark
8	Sedibeng East	Cnr. Joubert & Kruger Avenue, SL & M Building	Vereeniging
9	Johannesburg East	142/144 Fourth & Elizabeth Street, Parkmore	Sandton
10	Johannesburg North	Corner Biccard & Jorrison Street, FNB Building	Braamfontein
11	Johannesburg Central	580 Modjadji Road, Pimville	Soweto
12	Johannesburg South	Cnr. Flamingo & Nirvana Drive	Ormonde
13	Johannesburg West	Goldman street, ABSA Building	Florida
14	Tshwane North	Wonderboom Junction 11 Lavender Street	Pretoria North
15	Sedibeng West District	Samuel street, Sebokeng	Sebokeng

Table 3

TEACHERS CENTRES			
No	College	Address	Area
1	Greenhills aid centre	Cnr. mimosa & Naartjie street	Greenhills
2	Lemoshang Teachers Centre	Marabe street, Attredgeville	Mamelodi
3	Mamelodi Teachers Centre	20202 Serapeng avenue, Mamelodi	Mamelodi
4	Soshanguve teachers centres	Block DD, Soshanguve	Soshanguve
5	Simunye teachers centre	554 Reaikaja street, Simunye	Westonaria
6	Benoni teachers centre	Main reef road, Benoni	Benoni
7	Themba teachers centre	4350 unit 1	Themba
8	Gauteng East Teachers centre	Essenhout street, Dalpark	Dalpark

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9	Boipelo teachers centre	1089 Mokoena street	Pimville
10	Alberton teachers centre	Cnr Hendrik Potgieter & Eerste laan	Alberton North
11	Ndondo teachers centre	Rockville, Soweto	Soweto
12	Kokosi Foschville	North west Foschville -Kokosi	Foschville
13	Tshwane South teachers centre	Cnr. Gerhard Moerdyk & Walker street	Pretoria
14	Randfontein Office	Randfontein CBD	Randfontein
15	Johannesburg East teacher centre	North Road	Morningside
16	Kopanong Teacher Centre	1795 Mbata Ave, Sharpeville, Vereeniging, 1933	Vereeniging
17	Tshwane Library	328 Lillian Ngoyi Street	Pretoria
18	Hercules Warehouse	Cnr Roodt & Slegtkamp Street	Pretoria
19	Thuto-Thebe Teacher Centre	2830 Rapoo Street	Rankuwa

Table 4

EARLY CHILDHOOD TEACHER CENTRE			
1	Daphney Masuku ECD	19615 Msane Street, Mandela Ext 24	Etwatwa
2	Themba Phungula ECD	1080 Siluma View	Katlehong
3	Eyethu Sonke ECD	22434 Cnr Joe Mzamane & Tokollo Street	Kwa-Thema4
4	Kwa-Sokhulumi ECD	Sokhulumi	Bronkhorspruit
5	Devon ECD	1796 Msunduzi Street	Devon
6	Mohlakeng ECD 1	6770 Segaletsho Street	Mohlakeng Ext 4
7	Mohlakeng ECD 2	114 Ecres Street	Mohlakeng Ext 17

Table 5

SCHOOL			
1	Magaliesburg Boarding School	No 4 Dr Schoeman Drive, Ga-Mohale, Magaliesburg	Magaliesburg

3.1.1 Clusters

- (a) Table 5 - 9 below illustrates the clusters and the number of resources per site where bidders are required to provide the service.
- (b) Bidders must select their preferred cluster/s by ticking in the appropriate box. A bidder who fails to select any cluster will be disqualified.
- (c) Service providers will be appointed per cluster. GDE reserves the right to appoint more than one service provider per cluster.
- (d) GDE reserved the right to move sites depending on changes in their operational needs and therefore the number of security officers and sites may increase or decrease.

Table 6: Head Office cluster

No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
1.	Head Office	6 Hollard Street, Johannesburg Building	9	31	0	9	31	0	
2.	Head Office	6 Hollard Street, Johannesburg Building Control Room	2	4	0	2	4	0	
3.	Head Office	26 Loveday Street, Johannesburg	2	7	0	2	7	0	
4.	Head Office	30 Loveday Street, Johannesburg	2	7	0	2	7	0	
5.	Head Office	26 Loveday camera room	1	5	0	1	5	0	
TOTAL NUMBER OF SECURITY OFFICERS			16	54	0	16	54	0	

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Table 7: Tshwane Cluster

No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
1.	Gauteng North	86 Watermeyer Street, Val De Grace, Pretoria	2	8	0	2	8	0	
2.	Tshwane South	265 Pretorius Street, President Towers Building, Pretoria	2	8	0	2	8	0	
3.	Tshwane West	2216 Klipgat Road, Old Hebron College, Pretoria	2	9	1	2	10	1	
4.	Tshwane North	11 Lavender Road, Wonderboom Junction	2	8	0	2	8	0	
5.	Themba Teacher Centre	2027 Manyeleti Section, Themba Hammanskraal	2	3	1	2	4	1	
6.	Soshanguve Teacher Centre	65 Thutong Drive Block DD Soshanguve	2	4	0	2	4	0	
7.	Thuto-Thebe Teacher Centre	2830 Rapoo Street Rankuwa Unit 2	1	4	1	1	5	1	
8.	Lemoshang	2 Marabe Street Atteridgeville	1	3	1	1	4	1	

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No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
	Teacher Centre								
9.	Mamelodi Teacher Centre	20202 Serapeng Avenue Mamelodi East	2	7	1	2	8	1	
10.	Tshwane South Teacher Centre	Cnr Gerhard Moerdyk & Walker Street Sunnyside	1	3	0	1	3	0	
11.	Tshwane Library	328 Lillian Ngoyi Street Pretoria	2	7	0	2	7	0	
12.	Hercules Warehouse	Cnr Roodt & Slegtkamp Street Pretoria	2	4	1	2	5	1	
13.	Kwa-Sokhulumi ECD	Sokhulumi	2	6	0	2	6	0	
TOTAL NUMBER OF SECURITY OFFICERS & SECURITY PATROL DOGS			23	74	6	23	74	6	

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Table 8: Johannesburg Cluster

No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/ D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
1.	Johannesburg North	Cnr Biccard & Jorrison Street FNB Building Braamfontein	2	6	0	2	6	0	
2.	Johannesburg South	100 Northern Parkway, Ormonde	2	7	0	2	7	0	
3.	Johannesburg Central	Cnr Morola & Chris Hani Road Pimville	2	8	1	2	9	1	
4.	Johannesburg East	1 North Road Sundown (Sundown High School)	2	5	0	2	5	0	
5.	Johannesburg West	20 Madeline Street Florida	2	8	0	2	8	0	
6.	Morningside Teacher Centre	17 North Road Morningside, Sandton	1	6	1	1	7	1	
7.	Norwood ECD	44 Wolfgang Avenue, Norwood	2	5	0	2	5	0	
8.	Boipelo Teacher Centre	1089 Mokoena Street Klipspruit Soweto	2	4	0	2	4	0	

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No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/ D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
9.	Ndondo Teacher Centre	2035 Mthiyane Street, Rockville Soweto	1	3	0	1	3	0	
10.	Thakgisa Teacher Centre	2031 Zone 9, Meadowlands	1	3	0	1	3	0	
TOTAL NUMBER OF SECURITY OFFICERS & SECURITY PATROL DOGS			17	55	2	17	57	2	

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Table 9: Ekurhuleni Cluster

No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
1.	Ekurhuleni North	78 Howard Avenue, Munpen Building, Benoni	1	7	0	1	7	0	
2.	Ekurhuleni South	2 Roben Close, Infinity Office Park, Meyersdal	2	9	0	2	9	0	
3.	Gauteng East	Cnr 7 th Street & 5 th Avenue, Telkom Towers, Springs	1	8	0	1	8	0	
4.	Old Hansmore Building	11 – 13 Liverpool Road, Benoni	0	4	0	0	4	0	
5.	Old Katlehong Technical	16379 Intonto Road, Mfundo Park Extb16 Vosloorus	0	4	0	0	4	0	
6.	Benoni Teacher Centre	Cnr Main Road & New Modder Road, Benoni	2	3	1	2	4	1	
7.	Alberton Teacher Centre	Cnr Hendrick Potgieter & 1 st Avenue, Alberton	2	5	1	2	6	1	
8.	Dalpark Teacher Centre	18 Essenhout Street, Dalpark, Brakpan	2	4	0	2	4	0	
9.	Quality Assurance & Assessment	117 Montague Street, Boksburg	2	5	0	2	5	0	

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No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
10.	Daphney Masuku ECD	19615 Msane Street.	2	6	0	2	6	0	
11.	Themba Phungula ECD	1080 Siluma View Cnr Sibongile and Sibusiso Street	2	6	0	2	6	0	
12.	Devon ECD	1796 Msunduzi Street	2	6	0	2	6	0	
13.	Eyethu Sonke ECD	22434 Cnr Joe Mzamane & Tokollo Street, Kwathema	2	6	0	2	6	0	
TOTAL NUMBER OF SECURITY OFFICERS & SECURITY PATROL DOGS			20	73	2	20	75	2	

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Table 10: Sedi West Cluster

No	Site	Address	Grade B Security Officers	Grade C/D/E Security Officers	Grade C/ D/E Security Dog Handlers	TOTAL NO. OF SECURITY OFFICERS		Security patrol dogs (K9 Search and Rescue)	Select a cluster by placing a tick in the box below
						B	C/D/E (including dog handlers)		
1.	Sedibeng East	Cnr Joubert & Kruger Street, Vereeniging	2	7	0	2	7	0	
2.	Sedibeng West	6 Samuel Street, Zone 18 Sebokeng	2	9	1	2	10	1	
3.	Gauteng West	Cnr Human & Boshoff Street, Krugersdorp	1	7	0	1	7	0	
4.	Kopanong Teacher Centre	1795 Mbatha Avenue, Sharpville, Vereeniging	2	4	0	2	4	0	
5.	Greenhills Aid Centre	Cnr Taaibos & Naartjie Street, Randfontein	1	4	0	1	4	0	
6.	Simunye Teacher Centre	554 Reaikaga Street Simunye, Bekkersdal	1	3	1	1	4	1	
7.	Kokosi Teacher Centre	763 Molubi Street Kokosi Fochville	1	3	0	1	3	0	
8.	Magaliesburg Boarding School	No 4 Dr Schoeman Drive, Ga-Mohale Magaliesburg	2	8	0	2	8	0	
9.	Randfontein Office	Maughn Road Next to Randfontein SAPS	2	4	1	2	5	1	

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10.	Mohlakeng ECD 1	6770 Segatsho Street Mohlakeng Ext 4	2	6	0	2	6	0	
11.	Mohlakeng ECD 2	114 Ecres Street Mohlakeng Ext 17	2	6	0	2	6	0	
TOTAL NUMBER OF SECURITY OFFICERS & SECURITY PATROL DOGS			18	61	3	18	64	3	

4. Scope of Work and Deliverables

- 4.1** The appointed service provider (s) will be expected to provide 24 hours security services as illustrated in tables 5 – 9 above.

4.1.1 Standard Operating Procedure

4.1.1.1 Access control on the premises by ensuring that the security checks are carried out at all access points according to the following Security Standard Operating Procedures:

- a. Security personnel will be expected to determine which people should have access into building.
- b. The Security officer must practice access control procedure in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).
- c. All persons entering the GDE premises will be subjected to random searching before being granted access.
- d. Security officers to ensure that everyone who enters or leaves the buildings walk through the metal detector or alternatively get scanned with a metal detector for dangerous object.
- e. Security officers must report any lost and found articles and goods to the GDE Security Manager.
- f. All vehicles leaving the parking must be searched, the driver will be required to open the boot of the vehicle/bag themselves, and it must be checked for items that need authorisation to be removed.
- g. Visitors must report to the Security desk with proof of identity at the entrance of all buildings and will be registered on the electronic visitor management system or alternatively a visitors register will be completed by the security official.
- h. When a contractor wants to work in the building after hours or over weekends then prior arrangements should be made with GDE Security Director and should be forwarded via email or in person. Thereafter the Director will inform the service provider.
- i. Security personnel will conduct escort duties by escorting officials in and out of the building as and when required.

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- j. Security officers found guilty of any offence must be removed from by Security Service provider from the applicable site immediately and be replaced by a competent and suitable security officer. The GDE reserves the right to request the immediate removal of Security Officers who neglects their duties.
- k. Security Officer must report any lost and found articles and goods to the GDE Security Manager or his/her duly authorized representative.
- l. The service provider must have a minimum of two years' experience in guarding services.

4.1.1.2 Reports / Administration

- a. The security personnel will ensure completion of Occurrence Book entries hourly, as well as upon occurrence of incidents.
- b. The service provider to conduct monthly risk assessment reporting of the allocated site and surroundings.
- c. The service providers will be expected to maintain records of assets and equipment moving in and out of the building.
- d. Security officers must be able to read and write in English.
- e. The service providers will be expected to be able to respond and report incidents to the Director Security Management within an hour of occurrence and provide a written investigation report within 48 hours. Security officers are expected to block/secure the area where an incident or crime has occurred, until the South African Police Services (SAPS) takes over the scene.

4.1.1.3 Management

- a. The service provider(s) area manager must ensure that security personnel have relevant training and qualifications as per PSIRA.
- b. The service provider(s) area manager must ensure that regular meetings with GDE 's security unit are conducted on a monthly basis and relevant reports are produced and submitted on time. All complaints raised by GDE must be addressed within 12 hours or as agreed.

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- c. At all times the Area manager and security officers must present acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending people.
- d. The site supervisor must ensure that all incidents are recorded correctly in the occurrence book and that field supervisors visit sites twice per shift.
- e. The service providers are expected to attend compulsory monthly meetings.
- f. The service providers will be responsible to ensure that the posting of security officers takes place timeously at the allocated sites to avoid late coming. The service provider/s will be expected to ensure that they provide additional requested security officers within one (1) to four (4) hours on request by GDE.
- g. Additional security officers may be requested on an ad hoc basis to existing or additional sites in writing by the Director Security Management.
- h. The service providers will be expected to monitor CCTV cameras where applicable.
- i. The service providers must have a payroll administration system with capability to match payments to salary advice for employees and pay their guards according to the current approved PSIRA rates. The salary payment report must be submitted to GDE monthly.

4.1.1.4 Required Security Aids and Equipment

- a. Thirteen (13) Security patrol dogs (Search and Rescue K9) to be used for patrol at night where applicable.
- b. Functional control room to respond to radio corresponds from sites.
- c. Backup system (Uninterrupted power supply – UPS) that can last for at least 4 hours.
- d. Access control registers/forms per site.
- e. Duty roster indicating attendance.
- f. Posting sheets indicates where security officers will be posted during their shift.
- g. Baton for each Grade B and C/D/E Security Officer.
- h. Occurrence books: where they record their incidents per site. The site supervisor should record their visit in the occurrence book.
- i. Key control registers per site.

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- j. Vehicle registers per site.
- k. Handcuffs for each Grade C/D/E Security Officer.
- l. Pocket books for each Grade B and C/D/E Security Officer.
- m. Red pen for each Grade B Security Officer and black pen for each Grade C/D/E Security Officer.
- n. Minimum of three (3) functional torches per site (to be used at night).
- o. Minimum of four (4) functional pepper sprays per site.
- p. Minimum of three (3) functional two-way radios/push-to-talk per site.
- q. One (1) functional base radio per site linked to Security Company's main office.
- r. Minimum of three (3) handheld metal detectors per site.
- s. Guards with experience in CCTV cameras monitoring.
- t. Ensure that each security officer on site must be in full personal protective wear/uniform which is branded as well as a name tag/PSIRA card and appropriate shoes.
- u. The service provider/s should have a vehicle/vehicle fitted with functional radios to be utilised for conducting site visits.

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5. Evaluation Methodology

The evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

Stage One will be the evaluation of bids on **Administration Compliance, Functionality and Site visit**. During these stages of evaluation, the bidder(s) that do not meet the prescribed criteria or minimum threshold will be disqualified and will not be considered for further evaluation.

Stage two of the evaluation will be based on **Price and Preferential Point System**, as per the Preferential Procurement Regulation of November 2022. Gazette Number 47452. The 80/20 or 90/10 preference point system will be applied.

Price = 80/90 points.

Specific Goals = 10 /20 points.

5.1 Stage 1(A): Administrative Evaluation

An administrative evaluation will be carried out on all the bids received and if the mandatory documentation mentioned below is not completed, submitted, signed (where applicable) and attached, such a bid will be eliminated from any further evaluation.

5.1.1 Mandatory Documents (eliminating criteria)

- a) Submission of a duly completed and signed bid (where applicable) on the original tender document (Bidding Documents section 1) with all the pages included. Failure to duly complete, sign and submit any one of the pages will result in the bidder being disqualified.
- b) Submission of a duly completed and signed Pricing Schedule issued with the original tender document including SBD 3.3 (Bidding Documents section 2)

NB!! If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES.

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5.1.2 Mandatory Technical Documents (eliminating criteria)

- a) Valid copy of company owner(s) registration with PSIRA.
- b) Valid copy of company letter of good standing with PSIRA.
- c) Proof of PSIRA patrol dog (Search and Rescue K9) certificates in line with the required number for sites within the selected cluster/s. Bidders who do not have dogs currently must submit a letter of intent signed by both parties to lease PSIRA patrol dogs (Search and Rescue K9) specifying the required number of dogs in line with the sites within the selected cluster/s. **(The dog certificates and the letter of intent must be on the letterhead of the lessor/owner. In cases where a bidder selected Head office cluster where the security patrol dogs are not required, this criterion will not be applicable)**
- d) Valid letter of good standing from the Compensation Fund issued by the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) or Certificate issued by the Compensation Fund in compliance with the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) must be attached.
The letter of intent to issue a letter of good standing by the Compensation Fund is not acceptable and if attached without a valid letter or certificate will lead to automatic disqualification.
- e) In case of Joint Venture, Consortium or Partnership, a signed teaming agreement is required, and the lead company and its owner(s) must be PSIRA registered.
- f) Proof of valid radio frequency license with the Independent Communications Authority of South Africa (ICASA). Bidders who do not have an ICASA license must submit a signed letter of intent to lease the ICASA licence with proof that the leased licence is valid.

Note: All the documents must be valid by the closing date of the tender.

GDE reserves the right to verify the correctness of the information provided and or the authenticity of the documents provided.

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5.1.3 Other Required Documents: (not eliminating criteria)

- a) Recent/Latest Proof of a Central Supplier Database (CSD) registration.
- b) Valid SARS Tax Compliance Status (TCS) pin.
- c) The following documents should be submitted together with SBD 6.1 to claim Preference Points:
 - Valid Broad-based Black Economic Empowerment (B-BBEE) Certificate issued by an Agency Accredited by SANAS or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date or a B-BBEE Certificate issued by CIPC:
 - i. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient.
 - ii. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate thereof.
 - iii. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate issued by an Agency Accredited by SANAS and CSD Report for parties in the JV or Consortium.
 - iv. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.
 - v. Bidders who fail to submit a valid copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the preference points to be allocated.
- c) Valid proof of company (liability) insurance not less than R1 000 000 will be required on or before appointment.

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5.2 Stage 1(B): Functionality Evaluation

A bidder that scores less than 80 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum functionality score will be short-listed for stage 2 price and preference points evaluation.

Functionality evaluation will be based on the following criteria:

5.2.1 Criteria to be used for bidders that selected Head Office cluster

NO.	CAPACITY TO DELIVER	WEIGHT
1.1	<p>1.1.1 Provide operational plan detailing how the sites will be managed and controlled during the provision of guarding services considering the Legislation and Policy guiding Security Industry and the Protection of Information.</p> <p>The operational plan must cover the following areas: (10 points)</p> <ul style="list-style-type: none"> a) Physical guarding according to security standard operating procedures (2 points) b) Patrolling indicating the steps (2point), c) Access control procedures indicating the steps (2 point) d) Supervision and site monitoring. (1 point) e) Communication tools (2 points). <p>Reporting. (1 point)</p> <p>1.1.2 Provide risk mitigating strategies covering the following factors. (10 points)</p> <ul style="list-style-type: none"> a) Cases of absenteeism (1 point) and cases of late coming. (1 point) b) Security personnel strike or protests due to, for example, salary or company working conditions. (2 points) c) Security personnel misconduct. (2 points) d) Cases of Incidents like crowd management (1 point), community strikes. (1 point) 	20

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	e) Turnaround times for the provision of additional security officers. (2 points)	
	<i>NB: Refer to paragraph 4 under Scope of Work</i>	
NO	Human resources	50
2.1	<p>2.1.1 To demonstrate capacity, bidders must submit a compiled list of their available security officers in line with the numbers and security guard gradings indicated below. (A list downloaded from PSIRA website will not be considered). The compiled list must contain the following information for each security officer:</p> <p>2.1.1.1 Grade B security officers (20 points)</p> <ul style="list-style-type: none"> a) Provide a list with name/s and surname b) Corresponding PSIRA number and grading with a valid status as at closing of the tender. c) Corresponding ID number <ul style="list-style-type: none"> i. Bidders that provide 20 or more Grade B security officers will score 20 points ii. Bidders that provide between 15 and 19 Grade B security officers will score 15 points iii. Bidders that provide between 10 and 14 Grade B security officers will scores 10 points iv. Bidders that provide between 1 and 9 Grade B security officers will score 5 points v. Zero Grade B security officers provided or non-compliance with the requirements on “a to c” above will score 0 points <p>2.1.1. 2 Grade C/D/E security officers (30 points)</p> <ul style="list-style-type: none"> a) Provide a list with name/s and surname b) Corresponding PSIRA number and grading with a valid status as at closing of the tender. c) Corresponding ID number. i. Bidders that provide 60 or more Grade C/D/E security officers will score 30 points ii. Bidders that provide between 45 and 59 Grade C/D/E security officers will score 25 points 	

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	<p>iii. Bidders that provide between 30 and 44 Grade C/D/E security officers will score 15 points</p> <p>iv. Bidders that provide between 15 and 29 Grade C/D/E security officers will score 10 points</p> <p>v. Bidders that provide between 1 and 14 Grade C/D/E security officers will score 5 points</p> <p>Zero Grade C/D/E security officers provided or non-compliance with the requirements on “a to c” above will score 0 points</p> <p>NOTE:</p> <p><i>i. The status of each security officer on the list will be verified and confirmed on the PSIRA website during evaluation.</i></p> <p><i>ii. Duplication of security officers in the above categories i.e grade B, C/D/E will not be allowed. Each security officer will only be counted once.</i></p>	
NO	Company experience	30
3.1	<p>3.1.1 Provide signed reference letters (on client’s letterhead with contact details). Each letter must indicate a completed contract/project with at least two-year experience within the past ten (10) years in guarding services. Each reference letter must cover the following:</p> <p>a) The start and end of the contract /project.</p> <p>b) The nature of service rendered (relevant to this project)</p> <p>c) The rand value of the contract/project.</p> <p>i. 4 or more completed contracts /projects as per paragraph 3.1.1 above. (30)</p> <p>ii. 3 completed contracts/ projects as per paragraph 3.1.1 above. (25)</p> <p>iii. 2 completed contracts/projects as per paragraph 3.1.1 above. (20)</p> <p>iv. 1 completed contract/project as per paragraph 3.1.1 above. (15)</p>	

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	v. No completed contract/ project as per paragraph 3.1.1 above. (0)	
	Note: Failure to submit reference letters in line with item “a to c” above will result in a bidder scoring zero points for that specific letter.	
Total Points		100
Minimum Threshold		80

5.2.2 Criteria to be used for bidders that selected any of the following clusters:

i.e. Tshwane, Johannesburg, Ekurhuleni and Sedi West.

NO.	CAPACITY TO DELIVER	WEIGHT
1.1	<p>1.1.1 Provide operational plan detailing how the sites will be managed and controlled during the provision of guarding services considering the Legislation and Policy guiding Security Industry and the Protection of Information.</p> <p>The operational plan must cover the following areas: (10 points)</p> <ul style="list-style-type: none"> a) Physical guarding according to security standard operating procedures (2 points) b) Patrolling indicating the steps (2point), c) Access control procedures indicating the steps (2 point) d) Supervision and site monitoring. (1 point) e) Communication tools (2 points). f) Reporting. (1 point) <p>1.1.2 Provide risk mitigating strategies covering the following factors. (10 points)</p> <ul style="list-style-type: none"> a) Cases of absenteeism (1 point) and cases of late coming. (1 point) b) Security personnel strike or protests due to, for example, salary or company working conditions. (2 points) c) Security personnel misconduct. (2 points) d) Cases of Incidents like crowd management (1 point), community strikes. (1 point) 	20

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	e) Turnaround times for the provision of additional security officers. (2 points)	
	<i>NB: Refer to paragraph 4 under Scope of Work</i>	
NO	Human resources and Security Patrol Dogs	50
2.1	<p>2.1.1 To demonstrate capacity, bidders must submit a compiled list of their available security officers in line with the numbers and security guard gradings indicated below. (A list downloaded from PSIRA website will not be considered). The compiled list must contain the following information for each security officer:</p> <p>2.1.1.1 Grade B security officers. (20 points)</p> <ul style="list-style-type: none"> a) Provide a list with name/s and surname b) Corresponding PSIRA number and grading with a valid status as at closing of the tender. c) Corresponding ID number <ul style="list-style-type: none"> i. Bidders that provide 20 or more Grade B security officers will score 20 points ii. Bidders that provide between 15 and 19 Grade B security officers will score 15 points iii. Bidders that provide between 10 and 14 Grade B security officers will score 10 points iv. Bidders that provide between 1 and 9 Grade B security officers will score 5 points v. Zero Grade B security officers provided or non-compliance with the requirements on “a to c” above will score 0 points <p>2.1.1.2 Grade C/D/E security officers. (20 points)</p> <ul style="list-style-type: none"> a) Provide a list with name/s and surname b) Corresponding PSIRA number and grading with a valid status as at closing of the tender. c) Corresponding ID number. <ul style="list-style-type: none"> i. Bidders that provide 60 or more Grade C/D/E security officers will score 20 points 	

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	<p>ii. Bidders that provide between 45 and 59 Grade C/D/E security officers will score 15points</p> <p>iii. Bidders that provide between 30 and 44 Grade C/D/E security officers will scores 10 points</p> <p>iv. Bidders that provide between 1 and 29 Grade C/D/E security officers will score 5 points</p> <p>v. Zero Grade C/D/E security officers provided or non-compliance with the requirements on “a to c” above will score 0 points</p> <p>2.1.1. 3 Grade C/D/E certified dog handlers (The number of dog handlers must be according to the number as indicated in the sites within the selected cluster/s. (10 points)</p> <p>a) Provide a list with name/s and surname</p> <p>b) Corresponding PSIRA number and grading with a valid status as at closing of the tender.</p> <p>c) Corresponding ID number.</p> <p>d) Corresponding dog handler certificate / PSIRA dog handler grading.</p> <p><i>i. The status of each security officer on the list will be verified and confirmed on the PSIRA website during evaluation.</i></p> <p><i>ii. Duplication of security officers in the above categories i.e grade B, C/D/E and dog handlers will not be allowed. Each security officer will only be counted once.</i></p>	
NO	Company experience	30
3.1	<p>3.1.1 Provide signed reference letters (on client’s letterhead with contact details). Each letter must indicate a completed contract/project with at least two-year experience within the past ten (10) years in guarding services. Each reference letter must cover the following:</p> <p>a) The start and end of the contract /project.</p> <p>b) The nature of service rendered (relevant to this project)</p> <p>c) The rand value of the contract/project.</p>	

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	<ul style="list-style-type: none"> i. 4 or more completed contracts /projects as per paragraph 3.1.1 above. (30) ii. 3 completed contracts/ projects as per paragraph 3.1.1 above. (25) iii. 2 completed contracts/projects as per paragraph 3.1.1 above. (20) iv. 1 completed contract/project as per paragraph 3.1.1 above. (15) v. No completed contract/ project as per paragraph 3.1.1 above. (0) <p>Note: Failure to submit reference letters in line with item “a to c” above will result in a bidder scoring zero points for that specific letter.</p>	
TOTAL		100
Minimum Threshold		80

5.2 Stage 1(C): Site Visit Evaluation

A bidder that scores less than **60 points** in respect of **site visit** will be regarded as non-responsive and will be disqualified. Short-listed bidders will be evaluated on stage 2, price and preference points evaluation.

NO.	CRITERIA	WEIGHT
Verification of required resources as per the scope of work in paragraph 4 of the ToR will be carried out based on the items outlined below.		
1	Availability of security uniforms <ul style="list-style-type: none"> a) Marked / branded set of Combat uniform (4 points) b) Marked / branded set of Formal uniform. (4 points) c) Appropriate combat pair of shoes (1 point) d) Appropriate formal pair of shoes (1 point) 	10
2	Fully equipped control room with the following requirements <ul style="list-style-type: none"> a) Radio base station (3 points) and at least one two-way radio (3 points) 	30

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	b) Backup system (Uninterrupted power supply which can last for at least four hours – UPS) (10 points) c) Successful radio testing i.e call and answer. (5 points) d) At least two new Occurrence books. (2 points) e) Communication line/s i.e. Land lines, cellular phones and any other (3 points) f) A list of addresses and telephone numbers for Emergency services. (2 points). g) Functional radios fitted in emergency response vehicle/s. (2 points)	
3	Availability and description of a Payroll System	5
4	Availability of access control and patrol resources a) Pocket book (3 points) b) Visitor register. (2 points) c) Baton/s (1 point) d) Set of Handcuffs (2 points) e) Torches (2 points) f) Handheld scanner/s (2 points) g) Completed Posting sheet/s (1 point) with contingency in case of absenteeism. (1 point) h) Proof of daily inspection visits. (1 point)	15
	TOTAL POINTS	60

5.3 Stage 2: Price and Preference Point System

The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (Preferential Procurement Regulation, November 2022 Gazette Number 47452). The 80/20 or 90/10 preference point system will be applied.

- Price = 80 / 90 points
- Specific goals = 10 / 20 points

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Table 8: Allocated specific goals.

AREA	Points	Points	
PRICE	80	90	
Specific GOALS	20	10	
RDP and Specific Goals	Weightings	Weightings	Evidence: The following documents should be submitted together with the SBD 6.1 to claim preference points. (NB: Bidders who fail to claim points on SBD 6.1 will forfeit the specific goals points)
Enterprises that are owned by black people.	8	4	<ul style="list-style-type: none"> Company Registration Certificate (CIPC) or CSD report/ CSD registration number Valid copy of BBBEE Certificate / Valid Sworn affidavit
Enterprises that are owned by women.	2	1	<ul style="list-style-type: none"> Company Registration Certificate (CIPC) or CSD report/ CSD registration number Valid copy of BBBEE Certificate / Valid Sworn affidavit
Enterprises that are owned by youth.	4	2	<ul style="list-style-type: none"> Company Registration Certificate (CIPC) or CSD report/ CSD registration number Valid copy of BBBEE Certificate / Valid Sworn affidavit
Enterprises that are owned by people with disability.	6	3	<ul style="list-style-type: none"> Company Registration Certificate (CIPC) or CSD report/ CSD registration number Valid copy of BBBEE Certificate / Valid Sworn affidavit

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6. Format and Submission of bids

Each Bid shall comprise at least the following, bound and clearly indexed.

Section A	<p>Mandatory Documents (eliminating criteria)</p> <p>a). Submission of a duly completed and signed bid (where applicable) on the original tender document (Bidding Documents section 1) with all the pages included. Failure to duly complete, sign and submit any one of the pages will result in the bidder being disqualified.</p> <p>b). Submission of a duly completed and signed Pricing Schedule issued with the original tender document including SBD 3.3 (Bidding Documents section 2)</p> <p>NB!! If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES.</p> <p><u>Mandatory Technical Documents (eliminating criteria)</u></p> <p>a) Valid copy of company owner(s) registration with PSIRA.</p> <p>b) Valid copy of company letter of good standing with PSIRA.</p> <p>c) Proof of PSIRA patrol dog (Search and Rescue K9) certificates in line with the required numbers for sites within the selected cluster/s. Bidders who do not have dogs currently must submit a letter of intent signed by both parties to lease PSIRA patrol dogs (Search and Rescue K9) specifying the required number of dogs in line with the sites within the selected cluster/s. (The dog certificates and the letter of intent must be on the letterhead of the lessor/owner. In cases where a bidder selected Head office cluster where the security patrol dogs are not required, this criterion will not be applicable)</p> <p>d) Valid letter of good standing from the Compensation Fund issued by the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) or Certificate issued by the Compensation Fund in compliance with the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) must be attached.</p>
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	<p>The letter of intent to issue a letter of good standing by the Compensation Fund is not acceptable and if attached without a valid letter or certificate will lead to automatic disqualification.</p> <p>e) In case of Joint Venture, Consortium or Partnership, a signed teaming agreement is required, and the lead company and its owner(s) must be PSIRA registered.</p> <p>f) Proof of valid radio frequency license with the Independent Communications Authority of South Africa (ICASA). Bidders who do not have an ICASA license must submit a signed letter of intent to lease the ICASA licence with proof that the leased licence is valid.</p> <p>Note: All the documents must be valid by the closing date of the tender.</p> <p>GDE reserves the right to verify the correctness of the information provided and or the authenticity of the documents provided.</p>
<i>Section B</i>	<p><u>Other Required Documents: (not eliminating criteria)</u></p> <p>a) Recent/Latest Proof of a Central Supplier Database (CSD) registration.</p> <p>b) Valid SARS Tax Compliance Status (TCS) pin.</p> <p>c) The following documents should be submitted together with SBD 6.1 to claim Preference Points:</p> <ul style="list-style-type: none"> • Valid Broad-based Black Economic Empowerment (B-BBEE) Certificate issued by an Agency Accredited by SANAS or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date or a B-BBEE Certificate issued by CIPC: <ul style="list-style-type: none"> i. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient. ii. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate thereof.

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	<ul style="list-style-type: none"> iii. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate issued by an Agency Accredited by SANAS and CSD Report for parties in the JV or Consortium. iv. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated. v. Bidders who fail to submit a valid copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the preference points to be allocated. <p>d) Valid proof of company (liability) insurance not less than R1 000 000 will be required on or before appointment.</p>
Section C	<ul style="list-style-type: none"> a) Project Operational Plan b) Risk Management Plan c) Human Resources d) Reference Letters

7. Terms and conditions

- 7.1 Successful Bidder(s) must be able to commence work upon appointment.
Projects/services will be initiated by means of written instructions to the successful Bidder(s).
- 7.2 GDE reserves the right to reject work that does not meet the required standard and engage the service provider who can provide similar services of the required standard.
- 7.3 GDE reserves the right to increase or decrease the number of security officers and sites.
- 7.4 GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

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- 7.5 The service providers will be appointed per cluster. GDE reserves the right to appoint more than one service provider per cluster.
- 7.6 GDE reserved the right to move sites depending on changes in their operational needs and therefore the number of security officers and sites may increase or decrease.
- 7.7 Successful bidder(s) will be profiled and vetted by State Security Agency before and after appointment.
- 7.8 The service provider (s) must deliver the requested service within the given timeframes (to be given as and when orders are placed).
- 7.9 The stringent timeframes about the delivery of the final service necessitates that the Department be in constant contact with the service provider and would at times require the service provider to make last minute changes to the security services.
- 7.10 Each security guard deployed on site and on duty must be in full branded clean uniform with a name tag and appropriate shoes.
- 7.11 Compliance: PSIRA identification cards must be carried whilst on duty. All approved security related legislation, codes of conduct and procedure must be complied with.
- 7.12 Ensure that on-site Security guard has SAPS Clearance certificates before commencement of duties.
- 7.13 The selected Bidder(s) will be required to enter into a written agreement with GDE. This bidding document or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).
- 7.14 On or before the appointment, the appointed bidder(s) should submit a valid proof of company (liability) insurance of minimum R1 000 000.00.

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- 7.15 The successful bidder (s) will be required to avail the total number of security officers required for the area where they are appointed at all times.
- 7.16 Signed memorandum of agreement by all parties in case of Joint Venture, lead company and owner(s) must be PSIRA registered.
- 7.17 Each security guard deployed on site should be in possession of a two-way radio (PTT – Push to Talk Radio), baton, handcuffs, and pepper spray.
- 7.18 The security guards appointed as supervisors must be PSIRA registered with a Grade B grading.
- 7.19 The registration status with PSIRA for all security officers, COIDA and ICASA must remain valid for the duration of the contract.
- 7.20 It is expected that the service provider (s) shall pay the employees at least the minimum monthly basic wage full benefits, as per the National Bargaining Council for Private Security Sector Collective Agreement.
- 7.21 The GDE will not be held accountable for any unpaid wages. However, the spot checks during the contract shall be conducted by the GDE Security Management to verify compliance.
- 7.22 Service providers must comply with the National Bargaining Council for the Private Security Sector (NBCPSS) new pricing structure rates.
- 7.23 The service provider will be held liable for an act of theft and vandalism that may occur under their supervision.
- 7.24 Service providers must adhere to the terms and conditions of the tender failing which department reserve the right to terminate the contract.
- 7.25 GDE buildings are Gun Free zones.

INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

8. TIME FRAMES

Output	Period
INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS	Three (3) Years

9. PENALTIES & WARRANTIES

- 9.1** If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the Department of Education.
- 9.2** The GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 9.3** Should any audit or inspection reveal that the service provider(s) has not complied with any of the terms of this contract, the service provider(s) will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

10. INSTRUCTIONS FOR THE PROPOSAL

- 10.1** These bidding documents does not constitute an offer. The bidding documents intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2** To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as Format and Submission. Only the requested information should be inserted and no changes to the layout should be made.

INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

- 10.3** The GDE requires a clear, concise, and factual response. Bidders shall consult, in writing, with the GDE official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in the bidding documents.
- 10.4** Proposals must be compiled in the following:
- a) Clear indexing of the proposal content must be included.
- 10.5** All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.
- a) Name of Bidder
 - b) Description of proposal
 - c) Closing date
- 10.6** In the case of Joint Ventures, proposals must contain:
- a) Teaming Agreements
 - b) Proposed revenue split and, BEE status for all members of the Joint Venture
- 10.7** The Bidder will be liable for all costs incurred in response to this request.
- 10.8** This tender validity period is 180 days. In the event that there is a need to extend this period, the extension will be published on the GPG e-tender portal. It is the responsibility of the Bidder to check the extension(s) published as there will be no individual correspondence.
- 10.9** Bidders that decline the extension would invalidate their specific bids and not the entire bid process. Bidders who fail to respond on the request for validity extension within the stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid.
- 10.10** Bidders will not be permitted to lower their bid price. The prices must remain the same.

INVITATION TO PSIRA-REGISTERED SERVICE PROVIDER (S) FOR THE PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES FOR THE PROPERTIES OF GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (03) YEARS

10.11 The Bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the bidder cannot secure relief on the grounds of any mistake.

10.12 Bidders shall consider that the GDE's total requirements may not be allocated to only one Bidder.

10.13 The GDE reserves the right to engage in post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements.

10.14 The selected Bidder(s) will be required to enter into a written agreement with GDE. The bidding documents or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).

10.15 Late submissions

Proposals submitted after the specified closing date and time will not be considered.

11. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:

Name of contact person:

Capacity:

Signature **Date**



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

15. Warranty

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)