



an agency of the
Department of Sport, Arts and Culture

TENDER NO: FP 03/2022 PO

NAME OF BIDDER:

CSD NUMBER:

Prepared by:
Freedom Park
Cnr Koch & 17th Ave
SALVOKOP
PRETORIA
0001
Tel: 0123364000

BID CLOSES

DATE: 08 July 2022

Only bidders registered on the central supplier database and with CSD Number will be considered for this tender as it is a requirement from National Treasury.

BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:

BID NO	DESCRIPTION	DEPART	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP03/2022 PO	Tender for provision of Security Services to Freedom Park for a period of three (3) years	Finance	Edward Buthelezi 012 336 4003	27 June 2022 Venue: Parking area next restaurant Time 10h00am Cnr Koch & 7 th Avenue, SALVOKOP, Pretoria	08 July 2022 Time: 11:00 am

BID DOCUMENT CAN BE DOWNLOAD FOR FREE ON THE FOLLOWING WEBSITE:

- a) Freedom Park website: www.freedompark.co.za
- b) National Treasury website: www.e-tenders.gov.za

SERVICE PROVIDER TO COMPLY WITH FREEDOM PARK COVID-19 MEASURES BEFORE ENTERING THE SITE

Each proposal shall be enclosed in a sealed envelope, bearing the correct identification details and the submission register must be sign before placing bid document in the tender box located at:

Freedom Park Administration Building between 08h00am to 16h00 pm
Cnr Koch & 7th Avenue
SALVOKOP
PRETORIA, 0001

Technical enquiries: Ms Mr Stephen Mbelengwa *Tel 012 336 4019 or E-mail: stephen@freedompark.co.za*

Supply Chain enquiries: Edward Buthelezi *Tel 012 336 4003 or E-mail: Edward@freedompark.co.za*

Bids will remain valid for a period of 120 days after the closing date

Bids received after the closing date and time will not be considered. Freedom Park does not bind itself to accept the lowest or any other bid in whole or in part

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1 VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

- 1.1 A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.
- 1.2 If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
- 1.3 If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
- 1.4 The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- 1.5 The bid has been submitted after the relevant closing date and time.
- 1.6 If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- 1.7 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- (a) Who is in the service of the state, or;
 - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state;
 - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
- 1.8 Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
- 1.9 Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
- 1.10 Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
- 1.11 Failure to sign below and submit the above will lead to immediate disqualification

Bidder Signature (compulsory)

2 CERTIFICATES OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS /CLOSE
CORPORATION/ JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms
.....has been duly authorized to sign all documents in connection with

BID NO. FP 03/22 PO

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....

SIGNATURE OF
SIGNATORY:

WITNESSES:

1.

.....

2.

.....

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as

Hereby authorize to sign

this bid as well as any contract resulting from the bid and any other documents

and correspondence in connection with this bid / or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersignhereby confirm that I am the
sole owner of the business trading as.....

.....
Signature

.....
Date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the20.....at
.....Mr. / Mswhose signature appear below,
has been duly authorized to sign all documents in connection with **BID NO.**

FP 03/2022 PO

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:1

2.....

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr. /Ms....., authorized Signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation



Tender for provision of Security Services to Freedom Park for a period of three (3) years

1. Background

The Freedom Park is a public entity legislated by the National Heritage Resources Act No. 25 of 1999, to provide a pioneering and empowering heritage destination that challenges visitors to reflect upon our past, improve our present and build on our future as a unified nation.

The Freedom Park is a dedicated precinct celebrating South Africa's heritage, a centre of knowledge aimed at creating a deeper understanding of the country and its people. Comprising many diverse elements, The Freedom Park will strive to accommodate all of the country's unfolding experience and symbols to tell one coherent story of the struggle of humanity for freedom in South Africa – the struggle for survival, land and resources and how they shaped the social, economic, political, cultural and historical landscape of the country; it will address gaps, distortions and biases to provide new perspectives on South Africa's heritage, challenging traditional narratives through a re-interpretation of the country's existing heritage site.

2. Invitation

We require the supply of security services to the Freedom Park, site facilities at Salvokop, Pretoria as an opportunity on which we would like your company to submit a proposal.

The site is situated at 7th Avenue and Koch Street, Salvokop, Pretoria, Gauteng:

- The Freedom Park site and Elements
- The Admin Office
- //HAPO Museum
- Assets and Building

Duration of the Contract

A service level agreement (SLA), Based on this tender requirement will be entered into with the successful bidder. The service Level agreement (contract) will be for a period of three years (03) from the date which will be mutually agreed by both parties.

2. SCOPE OF WORK

Services of a trained security personnel are required by Freedom Park to perform duties at the premises occupied by Freedom Park at Cnr. Koch and 7th Avenue, Salvokop, Pretoria. The Security services shall be provided on the property of Freedom Park and shall in general entail the patrolling of premises, access control, control of assets, personnel and/ or members of the public escorting where required and protection from and/ or to building and general crime prevention measures as agreed upon

The specific duties of securities personnel in respect of the premises shall be as described in the specific duties of security personnel and Standing Operating procedure (SOP's). These SOP's setting specific duties as preferred by bidder's security personnel shall be compiled by the preferred bidder at least 1 week before the security services commence

This SOP's may be amended from time to time, with the agreement of both parties.

The purpose of access control is to prevent the unauthorized access of persons and vehicles and the bringing in of any dangerous objects on to Freedom Park property in order to safeguard the people, the property and the premises. In Order to safeguard the premises and or vehicle and thereof as well as the people therein or thereon, the bidder must do this in terms of the following acts: i.e. The application of the Control of Access to the public Premises and Vehicle Act, 1985, Section 2, 3 and 4, as well as C5. ii. The Application Of Criminal Procedure Act, Act 51 of 1977, section 20, 23 (b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29, and 42 (as amended in the Criminal Procedure Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51 iii. Section 13 of the Constitution regarding violation must be avoided. Iv. the Firearms Control Act 60 of 2000, section 10, 34, 90 and 106. V. Private Securities Industry Regulation Act 56 of 2001 a) Protection of Information Act 84 of 1982 b) National Key Points Act e) other services may include but not limited to:

- Patrol guards.
- Armed response team offside.

3. Deployment of security officers around Freedom Park Facilities

Service Description		Total	PSIRA Grading Required
Day Shift	Day	Night	
Site manager (Mon – Friday)	1		Grade A
Supervisor			
//Hapo,staff,entrance, library			
	4	2	Grade C
Main Gate			
	2	2	Grade C
Kiosk,mobile parking, pumpstation			
	1	1	Grade C
Moshate & gallery of leaders,Isivivane,Sanctury			
	3	2	Grade C
Reconciliation Road, back gate			
	2	2	Grade C
Admin Building			
	1	1	Grade C
Armed Response Officer			

Dedicated 4x4 bakkie to patrol perimeter fence.	1	1	Grade B (will serve as supervisor night shift and weekends, including holidays).
Uitspan plek, deck			
			Grade C
TOTAL	15	11	26

4 PROJECT DELIVERABLES

- 4.1 The effective and efficient provision of twenty-four (24) hours, seven (7) days a week security services to the Midrand Offices) to protect organisational employees, information and other physical assets.
- 4.2 The effective and efficient provision of twenty four (24) hours, seven (7) days a week security services to Freedom Park.
- 4.3 Screening of Covid-19 symptoms to internal and external visitors.
- 4.4 Patrolling the premises, recording and report security breaches /incidents in all offices.
- 4.5 Have a reaction Unit.
- 4.6 The service provider is required to provide a report monthly or as and when required to the internal security team as well as the Occupational Health and Safety (OHS) office in writing.
- 4.7 The service provider will be required to conduct monthly meetings with the Internal Security as well as the OHS teams.

5. Bid Requirement

5.1 Written Proposal

It is a requirement of this tender that a written proposal / submission be made by the service provider covering the following aspects:

- Provide Company profile and Organogram. CV's of Senior Management (i.e. HR, COO, GM etc.) To be attached, details should include copies of qualifications and ID's.
- Also attach Site Managers CV and qualification.
- Kindly submit a detail list of existing and previous clients and details in previous six (6) years. (Of operating).

- Service provider must provide the names, identity numbers and street addresses of all partners, shareholders of their companies and/ or members of their partnership, companies, and close corporations respectively and as applicable.
- Provide proof of school/tertiary, firearm training and PSIRA qualifications of site manager and security officers. Certificates are to be verified and examined by Freedom Park Officials.
- The company must be a South African entity and its security officers must be South African citizens in possession of valid South African Identity Document (ID).

5.1 PROJECT PLAN

Provide a detailed proposal or project plan on how the service provider will provide the capacity, equipment and security services for the duration of the contract. The Project Plan should include but not limited to:

- How the service provider will protect and safeguard assets, visitors and employees.
- The provision or deployment of security officers on site.
- How will emergency situations be planned and dealt with / executed?
- Patrol mechanism for Freedom Park facilities/site.
- Any other areas/issues which may improve the services at Freedom Park.

5.1 PSIRA requirements

- The Company or close corporation and every director of the company or member must be registered in terms of section 20 of the PSIRA Act 56 2001.
- All security officers in the employment of the company or close corporation
- must be registered as security officer in terms of the PSIRA Act
- Service Provider must provide an original or certified copy of the written letter of good standing from PSIRA
- Service provider to submit certified PSIRA registration certificate

- Submitted tender rates must be in line with the minimum PSIRA requirements

5.1 Responsibility of the service provider

- The Contractor shall provide, operate, and maintain a protection and unarmed guard force to perform all necessary guard function and such other related functions as herein specified at the Freedom Park, Site Facilities. The Facility has over 96 employees during single established work period.
- The contractor shall perform all necessary services to assure the safety and protection of company property against injury, loss or damage from preventable causes including , but not limited to fire, theft; trespass, espionage or sabotage .
- The contractor shall identify, remove and/ or report persons gaining unauthorized access to the property.
- The Contractor shall provide 3 x license scanner for access control.
- The contractor shall prepare required orders, instructions, and reports, including reports of accidents and fires; conducting preliminary inquiries and maintain and make available all records in connection with the duties and responsibilities of the assignment. Investigation reports will be submitted to the Infrastructure Support manager or Security and protocol Supervisor within twenty-four hours of occurrence.
- The Contractor shall, Compile as agreed with the client written procedure, policies and guidelines to be implemented by the contractor in day-to-day operations
- The potential service provider shall install the electronic and patrol system as the facilities to ensure that the patrols are conducted and undertaken and monitored.
- In the event of emergency or unusual occurrence adversely affecting the interest of Freedom Park, the contractor shall summon appropriate assistance and immediately notify the Infrastructure Support Manager and or delegated official i.e Security Supervisor.
- The contractor shall observe and enforce all instructions pertinent to the physical security in assigned areas of responsibility, including general orders, special orders, special instructions, and work procedures both inside and outside the Freedom Park.

- The contractor shall check for proper admittance, making certain to the best of his/her ability and knowledge, that the individual requesting admittance is an employee of the Freedom Park and or a client or permitted contractor. Site access procedure to be strictly implemented.
- The contractor shall be solely responsible for compliance to provisions of various labour and industrial and any other law applicable and all statutory obligations, such as wages, allowance, compensation, bonuses and gratuity relating to security personnel deployed in Freedom Park. Freedom Park shall have no liability in this regard.
- The bidder shall submit a valid ICASA licence for the base station radio.
- Oversee all security activities performed by personnel on Freedom Park site
- Render Security Guard services 24 hours per day, 7 days per week. Minimum Grade C, twelve hours shift 06:00- 18:00 and 18:00- 06:00 (operating times)
- Ensure that adequate security officer are placed on site as per contract.
- Security Site Manger – Grade A; 5 days per week. The Client reserves the right to interview and approve the site Manager prior to his/her appointment.
- Shift Supervisors for onsite supervision of the security Guard (s) during contracted hours. The client reserves the right to interview and approve the shift Supervisors prior their appointment.
- Handle all problems and challenges experienced by security officers on site, which includes salaries, all kinds of leaves and queries.
- Record all incidents on site in the occurrence book and inform Freedom Park representatives or security unit on site.
- On site daily inspection by the Security Guard Manager of all guarding posts.
- On site two hourly inspection by the shift supervisors of all guarding posts.
- Perform two external, unannounced/surprise, supervisor inspections of guard performance every guard shift.
- The Contractor shall provide relief for Guards.
- Provide armed response services.

- The Client may request the Contractor to remove any Guard from performing services under this Contract at any time it desires and for any reason. The Contractor shall remove and replace personnel within 24 hours when requested by the client.
- Ensure all guards are thoroughly familiar with the site orders and procedures and understand responsibilities and duties
- Ensure that security personnel are familiar and knowledgeable regarding the handling of emergency situations.
- Ensure that security registers are legible, neat and updated at all times
- Ensure that officers log correct entries in the register, by perusing registers daily
- Ensure that security officers shall not erect or display any sign, print matter, painting name plates and advertisements article against Freedom Park's building or premises
- Security Guard shall not work more than 12 Consecutive hours in one shift.
- All personnel are properly equipped (batons, hand cuffs, torches, active guard monitoring systems & sufficient two way portable radios)
- The service provider shall be responsible for opening/closing of the premise and rooms as necessitated / directed by Freedom Park security
- The service provider shall provide security services by deploying adequately trained and well discipline security personnel who shall safeguard the Freedom Park buildings, movable and immovable assets, equipment and other items on site from any thefts, pilferage or damage and also ensure safety of all employees, visitors, guests or any other persons working in Freedom Park.
- The security deployed shall take regular rounds of the premises to maintain vigil and remain alert
- The security personnel shall be duly trained in fire safety operations, customer relation and events Security must assist during mock fire drills of the Freedom Park.

- Freedom Park shall keep the service provider informed of all the matters of security, high profile visits and co-operate in the investigation of anything relating to security
- Make himself/ herself available during emergencies and telephonically contactable.
- Ensure that officers are not involved in any illegal acts at Freedom Park site.
- Senior management of the service provider to conduct ghost/unannounced visit at least once per month and record such visits in the occurrence book.
- Ensure that security practices professionalism when on duty at Freedom Park and adhered to Freedom Park security policy, systems and procedures. Security officers must always treat Freedom Park staff, partners, visitors and every person on the Freedom Park premises with respect.
- The Company and security officer must during the duration of the contract always respect rules, law regulations, and Constitution of South Africa. Owners and / Director must be in good condition to participate in the private security business.
- The company must ensure that it has taken out sufficient public liability insurance to cover its employees whilst on Freedom Park premises. Service provider to provide a copy of public liability.

5.6 Contractor Furnished property equipment

The Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment, materials, and supplies necessary for performance under this contract, including but not limited to the following. All specified equipment (as described below) that is not readily available or dysfunctional will not be paid for that particular period.

- Security communication equipment and three (3) base radios and 30 (thirty-nine) handheld radios fully charged or operation for 24 hours.
- Approved Company uniform and name tags with the names for the Security Officers (Day shift- Corporate uniform and night- combat uniform, Armed response – combat and bullet proof vest)
- 17 * Flashlights (torches), batteries, and replacement parts
- Inclement weather gear (rain suits, Umbrellas etc.)

- Quad motorcycle and protective gear
- Patrol vehicle (4 * 4 performance) fitted with base radio and emergency
- overhead sport light
- Fire Arm (pistol) and ammunition for patrol vehicle or armed response guard.
- Panic button where there is a need
- Baton
- Pair of hand cuff
- Reflector jacket for all officer
- Pepper spray

5.7 Uniform and identification security officer onsite

- The service provider shall ensure that each security officer will at all time, when on duty, be fully dressed with:
-
- A neat and clearly identifiable corporate uniform provided by the service provider, which will
- include matching rain-coats for personnel performing security duties
-
- A clear security or appointment and PSIRA cards with a photo must be worn conspicuously on him/her at all times while on site.
-
- The service provider will provide combat uniform for night shift officers.
- Personal appearance acceptable for the police/security profession. Required items of safety shall be worn by personnel of both sexes but need not be identical in style but shall in each case satisfy the safety standards involved.

5.8 Qualification and Training of Security Guards

- All employees assigned by the contractor to work under this contract shall be physically able to perform their assigned duties. All guard to have annual occupational health medical examinations and be declared fit for work.
- The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as maybe necessary.

- Ensure that security officer on site are suitable trained to be the required and competent to render security service
- Expect as authorised in writing in advance, each members of the guard force shall meet the following additional minimum qualification :
 - I. Be a citizen of the Republic of South Africa.
 - II. Be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instruction and materials.
 - III. Possess a matric/ grade 12 certificate and a qualification certificate as required by Psira.
- Within thirty (30) Days of the Effective Date of the Agreement, the contractor must provide proof of having completed required training of each and every Guard assigned to this Contract.
- Guard must have at least three years of working experience
- Trained in firefighting, first aid, customer relations and event security

5.9 Reports and Meetings

Contractor's Manager shall attend monthly status meetings with the Client's staff on issues related to the Agreement including, but not limited to, performance, invoice payment, Agreement status, personnel issues, etc. At least ones (1) week prior to the monthly status meeting, the Manager shall provide a monthly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requested be included in the agenda for monthly status meeting. Both service provider and Freedom Park will enter into a service level agreement (SLA) for monitoring and compliance purpose.

5.10 Security Inspections

- Freedom Park security representative reserve the right to conduct security inspections/ audits on any of the Freedom Park facilities where the security officers are placed or posted to execute their security duties and to conduct inspection on the security personnel, security registers, records and equipment/ aid as it may deemed required.

5.11 Labour unrest and strikes on site

- When the security is interrupted or temporarily deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause, the service provider must ensure that the activation and implementation of contingency plans until full and normal service is restored. The service provider must ensure that the company responds to emergency situation is less (03) hours.

- The tender is required to provide the contingency plan to illustrate the safe guarding of Freedom Park facilities and employees to counter any labour unrest and strike situation.

5.12 Resources and Facilities provided by Freedom Park

Freedom Park will make the following facilities available to service provider:

- I. Ablution facilities
- II. Freedom Park security instruction or any security related manual or document.
- III. Induction of Freedom Park site in respect of fire detection and visitors flow system where is necessary.
- IV. Electricity
- V. Water
- VI. Change room / Shelter
- VII. Office space for the site Manager and storage.

6. Social Responsibility

The successful service provider is required to bring a minimum of 250 learners, from a school of their choice at a discounted rate of R40 per annum during the duration of the contract.

7. Security clearance for bidders

- The prospective service provider shall be obliged to adhere to the terms and conditions of the tender as follows:
- Service provider must provide the names, physical and postal address, telephone, and fax numbers of their regional and head offices.
- All relevant security clearance will be conducted prior to the appointment of the service provider. State Security Agency (SSA) will conduct a security vetting to the three top companies. The company that fails the screening will be automatically disqualified.
- The service provider to attach criminal record of all directors of the company. (Police clearance)

- The service provider within three months of employ, furnish Freedom Park. With the criminal record (Police clearance) of all security officers deployed at Freedom Park site.

7.1 Mandatory Documents

Failure to comply with any of the requirement listed below will automatically disqualify the bidder for the next stage.

1. Copy of RSA ID document (s) for the company owner (s) or (Directors) – certified.
2. Technical response to the bid.
3. Copy of Valid PSIRA registration certificate for the company-certified
4. Valid copy of PSIRA letter of good standing for the company (not older than 3 months) - certified.
5. Valid PRISA registration certificate(s) for the company owner(s) (minimum Grade B) – Certified.
6. UIF letter of good standing (compliance certificate).
7. COIDA letter of good standing (valid for 12 months).
8. Proof of ICASA radio frequency licenses or agreement with ICASA accredited service provider.
9. Proof of provident fund (Recommended by PSIRA NPSPF-
10. National Private Security Provident Fund letter of good standing. (Less than 12 months).
11. Public liability cover (minimum of 5million).
12. Least financial statement.
13. Proof of company firearm permits from SAPS.
14. Police clearance of directors.

7.2 MINIMUM WAGE

- The prospective service provider must pay his/her employees the minimum monthly basic salary, as prescribed by the Basic Conditions of Employment Act, No 75 of 1997. The prospective service provider's pricing costs on this bid must not be below prescribed minimum wage – **proof of less than three months for payroll must be submitted with bid**

7.3 MONTHLY INVOICING AND PAYMENT

- Monthly payments will be made in accordance with the general conditions of contract and the invoicing must be done in accordance with the following procedure:
- Invoices shall be based on shift registers and certified time sheet by the Freedom Facility Unit. Certified shift registers and time sheet shall be processed for payment within thirty (30) days of receipt thereof after proper verification is completed.
- Only original invoices accompanied by a monthly statement will be accepted for payment.

7.4 ANNUAL INCREMENT

- Annual increases (where applicable) for the required services shall be strictly calculated based on inflation rate.

8 PRICING INSTRUCTION

8.1 General

8.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

8.1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

8.1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Price: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

8.2 Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	no.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-
metre					
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost
sum					
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowatt

8.3 Rates

8.3.1 This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

8.3.2 If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.

8.3.3 If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.

8.3.4 If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a

total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.

8.3.5 Rate only entries must not be made for work covered by other items.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

8.4 EVALUATION CRITERIA

The bid will be evaluated in 3 phases as follows:

- a) Phase 1: Admin compliance
- b) Phase 2: Functionality
- c) Phase 3: 80/ 20 point system as prescribed in Preferential Procurement Policy Framework, Act of 2017

8.4.1 Phase 1 Admin compliance

- (a) The bidders must submit the required returnable documents as required by the Freedom Park's Supply Chain Management requirements.
- (b) The tenderer's bids will be evaluated based on the compliance of the returnable documents.

8.4.2 Phase 3 Functionality

- (a) Bids will be rated in respect of each criterion of the point scored. The maximum possible score that can be achieved for functionality is 100.
- (b) Bidders that do not achieve a minimum score of 75 (out of 100) for functionality Will not be evaluated further.

Failure to reach a minimum of 75 points in this criterion will disqualify tenderer

Key aspects of eligibility	Basics for points allocation	Rating/ score	Total Points
EXPERIENCE Provide proof in the form of service level agreements/ reference	Experience of similar project Displace appropriate experience, applicable and relevant experience on previous assignments including <ul style="list-style-type: none"> - 1 year experience=1 - 2 Year of experience=2 - 3 years of experience=3 - 5-year's experience=5 	6	30
METHODOLOGY Provide details of your company structure as well as profile of key personnel (organogram) (5) including detailed plan on how the service/ task/ scope will be executed and organizational capacity	Work Plan <ul style="list-style-type: none"> - No work Plan= 0 - Generic Work plan = 2 - Site specific Work Plan =4 	5	20
PERSONEL EXPERIENCE Supervisor's experience in providing supervision in security services. (The bidder will be scored zero (0) for failure to attach the CV for supervisor).	<ul style="list-style-type: none"> - Above 4 years = 4 - 3 years but below 4 years = 3 points - 2 years but below 3 years = 2 points - 1 year but below 2 years = 1 points - Below 1 year = 0 points 	5	20
PERSONEL EXPERIENCE Security Guards experience in providing security services. (The bidder will be scored zero (0) for failure to attach the CV for the security guards)	<ul style="list-style-type: none"> -Above 5 years = 4 points -4 years but below 5 years = 3 points -2 years but below 4 years = 2 points -1 year but below 2 years = 1 points -Below 1 year = 0 point 	5	20
Health and Safety Plan COVID compliant and OHS compliant health and safety plan-	<ul style="list-style-type: none"> - Unrelated to cleaning duties or no plan =0 - Generic but addressing OHS plan in general=3 - Project specific to the scope of work =5 	2	10

Bidders fail to score 75 will be unacceptable and will not be evaluated further
--

N.B: kindly note that Freedom Park reserve the right to conduct site visits to the 5 shortlisted service providers who complies with the terms and conditions of the bid.

8.4.3 Phase 3: 80/ 20-point system as prescribed in Preferential Procurement Policy Framework Act, regulation of 2017.

8.4.3.1 The 80/ 20 point system as prescribed in Preferential Procurement Act, regulation 2017 is as follows:

- Price 80 points
- BBEE Contributor level 20 points

The table below depicts the B-BBEE status level of contribution:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number : FP03/2022PO
Closing Time 11:00am	Closing date...08 July 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: Freedom Park
- At: Cnr. Koch & 7th Avenue Salvokop Pretoria

.....
PRICE SCHEDULE INCLUDING ESCALATIONS

	Monthly	36 months	Total including vat
YEAR 1	R	R	R
YEAR 2	R	R	R
YEAR 3	R	R	R
TOTAL BID VALUE INCLUDING VAT FOR 36 MONTHS			R

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FP03/2022PO	CLOSING DATE:	08 JULY 2022	CLOSING TIME:	11H00
DESCRIPTION	Tender for provision of Security Services to Freedom Park for a period of three (3) years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Freedom Park Administration Building, Cnr Koch & 7th Avenue, SALVOKOP, PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Edward Buthelezi		CONTACT PERSON	Mologadi Moshapo	
TELEPHONE NUMBER	012 336 4003		TELEPHONE NUMBER	012 336 4198	
FACSIMILE NUMBER	012336 4021		FACSIMILE NUMBER	012 3364021	
E-MAIL ADDRESS	edward@freedompark.co.za		E-MAIL ADDRESS	mologadi@freedompark.co.za	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2 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**

▪ If so, furnish particulars:

.....
.....

• **DECLARATION**

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

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

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date

.....
Position	Name of bidder

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. Preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- b) 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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<p>a) Definitions</p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>a. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the 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.</p> <p>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 5 RSA.</p> <p>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.</p> <p>a. “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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.\</p> <p>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 6 obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>

5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause</p> <p>5.1 Except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause</p> <p>5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.1. 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.</p>
9. Packing	<p>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 ontract. 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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <ul style="list-style-type: none"> ○ Documents to be submitted by the supplier are specified in SCC. ○
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

13. Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p>

	<p>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</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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 the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>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</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performan	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>21.2 without the application of penalties.</p>

	<p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction (iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p>

	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
24. Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation (NIP) Programme	<p>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.</p>
34 Prohibition of Restrictive practices	<p>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).</p>

	<p>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.</p> <p>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.</p>
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