



## land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



Provincial Shared Service Centre: Gauteng, 524 Stanza Bopape and Steve Biko Streets, Suncardia Building Arcadia, Private Bag X 09, Hatfield, 0028, Tel: 012 337 3600

### **REQUEST FOR QUOTATION: CASE NO: 004/01/2026**

**SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC IN GAUTENG PROVINCE**

**Name of Tenderer :** \_\_\_\_\_

**Name of duly authorised person :** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Tel. Number** : \_\_\_\_\_

**Cell number** : \_\_\_\_\_

**Fax number** : \_\_\_\_\_

**E-mail** : \_\_\_\_\_

**CLOSING DATE: 30 JANUARY 2026**

**CLOSING TIME: 11H00 AM**

**ISSUED BY:**

**Director: Finance and Supply Chain Management**  
**Department of Land Reform and Rural Development**  
Provincial Shared Service Centre: Gauteng Province  
524 Suncardia Shopping Centre  
Cnr Steve Biko and Stanza Bopape Streets  
Arcadia, Pretoria  
Gauteng  
Tel: (012) 337 3600



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**QUOTATION NO: CASE NO: 004/01/2026 CLOSING DATE: 30 JANUARY 2026 AT 11:00 AM**

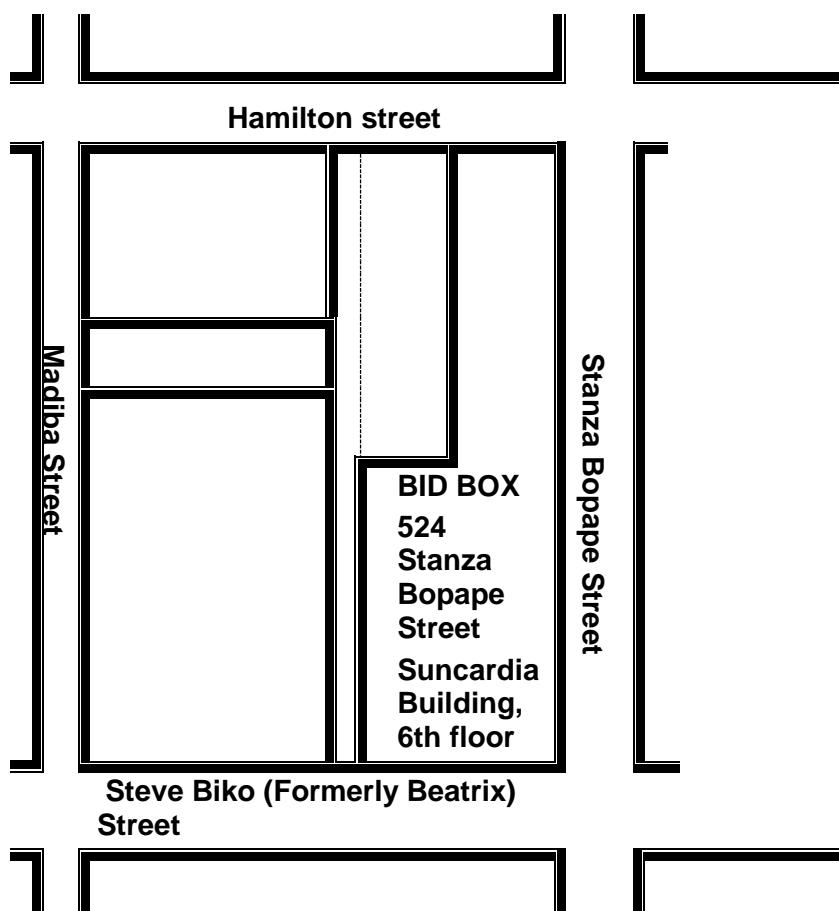
**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)**

**QUOTATIONS/ PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

**The Bid documents must be deposited in the Bid box which is identified as the "Bid/tender box."**

Department of Land  
Reform and Rural  
Development  
Acquisition  
Management  
(BIDS)  
524 SUNCARDIA  
BUILDING, 6<sup>th</sup> FLOOR  
STANZA BOPAPE  
STREET, CNR  
STANZA BOPAPE  
AND STEVE BIKO,  
ARCADIA,  
0001



**NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 6<sup>TH</sup> FLOOR. THE BID BOX WILL BE OPENED ON MONDAY TO FRIDAY: 07H00 AM TO 06H00 PM, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND SUBMIT YOUR BID IN A SEALED ENVELOPE**



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Provincial Shared Service Centre: Gauteng, 524 Stanza Bopape and Steve Biko Streets, Sancardia Building Arcadia, Private Bag X 09, Hatfield, 0028, Tel: 012 337 3600

|   |   |  |
|---|---|--|
| <b>PROJECT:</b>   | <b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES</b>  |  |
| <b>SITUATED</b>   | <b>PORTION 41 OF THE FARM GROENFONTEIN 526 JR</b>   |  |
| <b>LOCAL MUNICIPALITY</b>                                 | <b>CITY OF TSHWANE METROPOLITAN MUNICIPALITY</b>  |  |
| <b>DISTRICT</b>   | <b>CITY OF TSHWANE METROPOLITAN MUNICIPALITY</b>  |  |
| <b>PROVINCE</b>   | <b>GAUTENG PROVINCE</b>   |  |
| <b>DESCRIPTION:</b>                                       | <b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC IN GAUTENG PROVINCE</b>  |  |
| <b>SCM CONTACT PERSON:</b>                                | JANE MPEPELE<br>012 337 3700 / 071 878 9095<br><a href="mailto:Jane.Mpepele@dlrrd.gov.za">Jane.Mpepele@dlrrd.gov.za</a>   | ABSALOM MAREMA<br>(012) 337 3634<br><a href="mailto:Absalom.Marema@dlrrd.gov.za">Absalom.Marema@dlrrd.gov.za</a> |
| <b>ENQUIRIES RELATING TO THE SCOPE OF WORK/ TECHNICAL</b> | <p>Ms. Nokwanda Ncoko<br/>Tel: (012) 337 3686<br/>Cell: 082 577 5505<br/>Email: <a href="mailto:nokwanda.ncoko@dlrrd.gov.za">nokwanda.ncoko@dlrrd.gov.za</a></p> <p>Ms Nkosi Lungile<br/>Tel: (012) 377 3668<br/>Cell: 082 733 1537<br/>Email: <a href="mailto:Lungile.Nkosi@dlrrd.gov.za">Lungile.Nkosi@dlrrd.gov.za</a></p> |  |
| <b>COMPULSORY QUOTATION CLARIFICATION MEETING</b>         | <p>DATE: 26 JANUARY 2026<br/>VENUE: PORTION 41 OF THE FARM GROENFONTEIN 526 JR, CITY OF TSHWANE METROPOLITAN MUNICIPALITY, 28.7488-25.9059<br/>Time: 11H00</p>  |  |
| <b>VALIDITY PERIOD</b>                                    | <b>90 DAYS AFTER THE CLOSING DATE AND TIME</b>  |  |
| <b>CLOSING DATE AND TIME</b>                              | <b>30 JANUARY 2026 AT 11: 00</b>  |  |



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REPUBLIC OF SOUTH AFRICA



Provincial Shared Service Centre: Gauteng, 524 Stanza Bopape and Steve Biko Streets, Sancardia Building Arcadia, Private Bag X 09, Hatfield, 0028, Tel: 012 337 3600

## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC IN GAUTENG PROVINCE.

### 1. DURATION AND CONDITIONS:

### 2. BACKGROUND

The contract will resume on **08 February 2026 to 07 May 2026** with the Department of Land Reform and Rural Development (DLRRD) for PSSC Office in the Gauteng Province.

### 3. OPERATIONAL CONDITIONS

#### 3.1 Service required. The rendering of security services at the following departmental site:

##### DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT Portion 41 of the farm Groenfontein 526 JR

**NB: In the event that the operational activities of a facility are suspended or permanently discontinued, the provision of security guarding services at that site will automatically be terminated**

| ITEM  | NUMBER              |
|---|---------------------|
| 3.2 (a) The following security officers and operational hours required:<br><br><b>Day Shift:</b> 06:00 - 18:00 - Monday to Sunday, Weekends and Public Holidays included<br>Security Officer – Grade C (3 X Armed Male Officer).<br><br><b>Night Shift:</b> 18:00 – 06:00 – Monday to Sunday, Weekends and Public Holidays<br>Security Officer – Grade C (5 x Armed Male Officer).<br><br><b>Branded Bakkie</b><br>24 hours - Monday to Sunday, Weekends and Public Holidays included | 3<br><br>5<br><br>1 |
| 3.2 (b) The bidder shall ensure the continuity of the service to be rendered, allocate specific personnel to the specific site for the duration of this contract. A list of officers must be supplied once the contract is awarded to a successful bidder.  |                     |
| 3.2 (c) Replacement of any security officers may only be executed with prior consent of the Assistant Director: Physical Security. For bidder to be successful must comply with the bid requirement as per paragraph 3.2 (a).   |                     |

#### 3.2.1 The following functional Security Equipment is required:

(a) The bidder to be successful must have a fully Operational Control Room equipped with a base radio, telephone, printing machine and or any other reliable communication system for the contract period. The Control Room must be operational for 24 hours, seven days a week.

- The Department will from time to time inspect the Operational Control Room. If the Control Room is not operational, the Department may consider terminating the contract.

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|        | <p>(b) The bidder to be successful must have an electronic clocking system in place to monitor the movement and patrols conducted by the security officers on sites.</p> <p>The successful bidder must submit monthly reports per site with regards to the monitoring of the movement of security officers and security vehicles to the Assistant Director: Physical Security.</p>   |
|        | <p>(c) Each security officer on duty must have the following equipment:</p> <ul style="list-style-type: none"> <li>- A portable handheld 2-way radios (to be programmed to successful bidder's frequency at all times).</li> <li>- Minimum of 120 000 lumens Torches (including batteries) or charged (with extra batteries)</li> <li>- Batons and baton ring;</li> <li>- Pocket books; and</li> <li>- Handcuffs with key and spare key.</li> <li>- Firearms (If required or where applicable)</li> <li>- Pen: occurrence book will only be written in black and red.</li> <li>- Occurrence book (OB)</li> <li>- Two-way radio.</li> <li>- Fully licensed firearms as per Firearms Control Act of 2000 (where applicable).</li> <li>- Branded uniform including safety boots</li> <li>- Whistle</li> <li>- Pepper Spray</li> </ul> |
|        | <p>(d) Security officers must be issued with fully licensed firearms.</p> <p>Security officers must also be fully trained in the usage of firearms and must have a competency certificate.</p>   |
|        | <p>(e) The successful bidder must ensure that security registers as required in terms of paragraph 3.5.4 are always available for the duration of the contract period.</p>   |
|        | <p>(f) The successful bidder must have and use only branded vehicles (either by branding or sticker) for inspections/site visits and emergency response.</p>   |
|        | <p>(g) The successful bidder must ensure that all appointed security officers wear branded uniforms while on duty.</p>   |
|        | <p><b>3.3. Registration in terms of Private Security Industry Regulatory Authority, minimum qualification, and minimum requirements of security officer</b></p>  |
| 3.3.1  | <p>The bidder and the Directors of the company must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). <b>Certified copies of registration must be attached with the bid.</b></p>  |
| 3.3.2. | <p>All appointed security officers must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).</p>   |
| 3.3.3  | <p>The successful bidder must submit certified copies of valid PSIRA registration certificates and Identity Documents of each security officer appointed on commencement of the contract.</p> <p>The documents will be filed with the Directorate: Physical Security Services of the Department for reference purposes as part of the contract.</p>  |
| 3.3.4  | <p>All appointed security officers must have completed at least a Grade 10 Certificate.</p>  |
| 3.3.5  | <p>All appointed security officers must be South African citizens and not be younger than 18 years of age.</p>   |
| 3.3.6  | <p>The appointed security officers must be able to read and write in English.</p>  |
| 3.3.7  | <p>The appointed security officers must be medically fit.</p>  |
| 3.3.8  | <p>The Department will screen all appointed security officers to determine whether they comply with the Department's requirements. If the appointed security officer does not meet the Department's requirements, the Department may request that the security officer be replaced with a suitable security officer.</p>   |
| 3.3.9  | <p><b>The successful bidder will be required to submit SAPS Criminal Record Centre clearance certificates, at the bidder's own expense, to the Directorate: Security Services of the Department, in respect of all personnel rendering a security service to the Department before commencement of duties.</b></p>   |

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| 3.3.10<br>than twelve | The successful bidder must ensure that no appointed security officer be allowed to work a daily shift longer hours. The Department will monitor the compliance.   |
| 3.3.11                | All appointed security officers must ensure compliance to the Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985 as well as the Trespass Act, 1959 (Act No. 6 of 1959) as amended at all times.   |
| 3.3.12                | Upon the appointment of the successful bidder, the security officer's profiles must be provided.  |
| 3.4                   | <b>Minimum wages</b>  |
| 3.4.1                 | The successful bidder must ensure that all appointed Security Officers are remunerated according to the minimum monthly basic wage of Security Officer – Grade C as Gazetted and determined by the Private Security Industry Regulatory Authority tariffs (applicable to the relevant area).  |
| 3.4.2                 | <p>The Department will from time to time verify whether appointed security officers are indeed remunerated according to the minimum monthly basic wage of Security Officer – Grade C as determined by the Private Security Industry Regulatory Authority tariffs.</p> <p>If it is determined that the successful bidder does not comply with the minimum monthly basic wage of Security Officer – Grade C as determined by the Private Security Industry Regulatory Authority tariffs, the Department may immediately terminate the contract.</p> |
| 3.4.3                 | The successful bidder must ensure that wages of appointed security officers are paid on time to prevent possible security breaches on the premises of the Department as a result of late payment. Proof of security office's payment must be submitted with the invoice.  |
| 3.4.4                 | Failure of the successful bidder to pay employees timeously may result in the immediate termination of the contract.  |
| 3.5.                  | <b>Assumption of duty</b>   |
| 3.5.1                 | The successful bidder must be in a position to supply security services to the Department within one week after the date of signing of the contract or as per contract agreement by both parties.   |
| 3.6                   | <b>Provision of personnel in crisis</b>   |
| 3.6.1                 | The successful bidder must provide alternative security personnel in cases of labour disputes on condition that the alternative personnel comply with the minimum requirements as per this bid requirements and contract conditions.  |
| 3.6.2                 | The Department must be informed prior to the placement of alternative personnel.  |
| 3.7                   | <b>The successful bidder must provide the following protection services:</b>  |
| 3.7.1                 | The protection of State officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).   |
| 3.7.2                 | The protection of State property at the intended sites and the protection of said property against theft and vandalism;   |
| 3.7.3                 | The protection of information of the department.  |
| 3.7.4                 | The protection of the business process of the Department against any interruption.  |
| 3.7.5                 | Any breach of the above incidents must immediately be reported to the Assistant Director: Security Services and South African Police Services.  |
| 3.7.6                 | The protection of DLRRD's property at the intended site and the protection of the said property against theft and vandalism.  |
| 3.7.7                 | The protection of DLRRD's officials against injuries, death or any offence, including offences referred to in schedule 1 of Criminal Procedure Act, (Act 51 of 1977); and   |
| 3.7.8                 | The protection of public premises and vehicle for the protection of people therein in terms of the Control of Access to public Premises and Vehicle Act, (Act No. 53 of 1985).  |

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| <p>The Department will from time to time inspect the Operational Control Room. If the Control Room is not operational, the Department may consider terminating the contract.</p> |   |
| <p><b>3.8 Oath of secrecy</b></p>  |   |
| 3.8.1  | All appointed security officers, personnel and management of the successful bidder involved with the security services of the Department of Land Reform and Rural Development, shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration form to the Directorate: Security Services of the Department. |
| 3.8.2  | The supervisor and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department and the State in general.  |
| 3.8.3  | The supervisor and security officers are prohibited from reading documents or records in offices or the unnecessary handling thereof.   |
| 3.8.4  | No information concerning the State activities may be furnished to the public or media by the successful bidder or any of his/her employees.  |
| <p><b>3.9 Vetting/ Screening</b></p>   |   |
| 3.9.1  | The successful bidder, its Directors and staff shall be subjected to security screening.  |
| 3.9.2  | In cases where a negative screening result is submitted by the State Security Agency of the successful bidder and/or its Directors, it will result in the termination of the contract.  |
| 3.9.3  | In cases where a negative screening result is submitted by the State Security Agency of the security officers, the individual must be immediately replaced with a suitable cleared security officer.  |
| <p><b>3.10 General requirements for appointed security officers</b></p>  |   |
| 3.10.1   | The following general requirements apply:   |
| 3.10.2   | Appointed security officers must always be presentable, that implies that they may not sit, smoke, eat or drink while attending to clients.   |
| 3.10.3   | Appointed security officers must at all times present a professional attitude that implies that they shall not argue or behave discourteous towards clients.  |
| 3.10.4   | Appointed security officers must be physically, mentally sound and medically fit for the execution of their duties.   |
| 3.10.5   | The Department may from time to time ascertain whether appointed security officers are in good standing with the Private Security Regulatory Authority.   |
| 3.10.6   | If any appointed security officers are not in good standing with the Private Security Regulatory Authority the appointed security officers must be immediately replaced with suitable security personnel.   |
| 3.10.7   | No appointed security officer must sleep on duty. If an appointed security officer is found guilty of sleeping on duty, he/she must immediately be replaced.  |
| <p><b>3.11. Uniforms and identification for security officers</b></p>  |   |
| 3.11.1   | Each appointed security officer must at all times be dressed in a neat and clearly identifiable uniform of the successful bidder. The uniform must include amongst others matching raincoats, overcoats, jackets, jerseys, shoes (safety boots) etc.  |
| <p><b>3.12 Security equipment</b></p>  |   |
| 3.12.1   | Security equipment which are to be worn or kept on the person at all times whilst on duty, to be issued by the bidder are:  |

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|        | <ul style="list-style-type: none"> <li>(a) Baton and baton ring</li> <li>(b) Handcuffs; with key and spare key</li> <li>(c) Pen; occurrence book will only be written in black and red.</li> <li>(d) minimum of 120 000 lumens Torch (whilst on night shift); with extra batteries and globes.</li> <li>(e) Two-way radio;</li> <li>(f) Fully licensed firearms as per Firearms Control Act of 2000</li> <li>(g) Branded uniform.</li> <li>(h) Pocket book</li> <li>(i) Occurrence book(OB)</li> <li>(j) Whistle</li> <li>(k) Peppers spray</li> <li>(l) Handheld metal detector</li> <li>(m) Short gun Firearm (9mm)</li> </ul> <p>Failure to provide the above equipment will result in penalties</p>  |
| 3.12.2 | <p>The successful bidder must keep proper files and appropriate documents of all appointed security officers, who are employed for rendering the service to the Department. These files and documents must be available for inspection by representatives of the Department.</p> <p>The required documents shall include, amongst others, academic qualifications, training, PSIRA registration, medical certificate, payslips, copy of identification documents, etc.</p>   |
| 3.12.3 | <p>The successful bidder is required to keep the following registers to be utilised and updated by all appointed security officers:</p> <ul style="list-style-type: none"> <li>(i) Occurrence Book;</li> <li>(ii) Information Register;</li> <li>(iii) Staff After Hour Register;</li> <li>(iv) Private Property Register;</li> <li>(v) Visitors Register;</li> <li>(vi) Departmental Vehicle Register;</li> <li>(vii) Firearm Register;</li> <li>(viii) Contractor Register;</li> <li>(ix) Asset Removal Permit Register;</li> <li>(x) Staff Without Access Card Register;</li> <li>(xi) Key Register; and</li> <li>(xii) Pocket Book.</li> </ul> <p>All entries in the above registers must be completed in a black or red pen.</p> <p>The Department will provide the required standards that the registers must comply with.</p> <p>The successful bidder will be responsible to provide all stationery.</p> |
| 3.13   | <p><b>Responsibilities of the successful bidder</b></p>  |
| 3.13.1 | <p>The successful bidder must oversee all security activities performed by appointed security officers for the duration of the contract on a 24 hours coverage per day and 7 days per week at the above-mentioned site</p>   |
| 3.13.2 | <p>Manage and resolve all problems experienced by appointed security officers on site, which must include among others timeous payment of wages, solving family problems, management of shift rotations, various types of leaves and all other human resource related matters.</p>   |
| 3.13.3 | <p>The successful bidder must ensure that all security equipment issued to appointed security officers are in good working condition for the duration of the contract.</p>   |
| 3.13.4 | <p>The successful bidder must ensure that all appointed security officers are continuously trained in security related prescripts, methods, handling of emergency situations, etc.</p>   |
| 3.13.5 | <p>The successful bidder must continuously liaise with the supervisors and Assistant Director: Safety and Security of the department on all matters related to security issues.</p>  |
| 3.13.6 | <p>The successful bidder must have formal monthly and quarterly meetings with the Sub Directorate: Security Services of the department and submit monthly and quarterly reports of incidents, breaches etc. which transpired in the three (3) month to the Assistant Director: Safety and Security of the department on all matters related to security issues.</p>  |
| 3.13.7 | <p>The successful bidder must ensure that all security officers understand the Batho Pele principles and apply it at all DLRRD buildings/sites.</p>  |

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| 3.13.8  | The successful bidder may under no circumstances make use of departmental equipment unless prior approval has been granted by the Assistant Director: Safety and Security of the department.   |
| 3.13.9  | The successful bidder must inspect the appointed security officers deployed at the premises of the Department once per day (weekends and public holidays included) and twice per nightshift.   |
| 3.13.10 | The successful bidder must establish a direct line of communication between the Departments security control room and its control room.  |
| 3.13.11 | The successful bidder must take full responsibility for the deployment of appointed Security Officers.   |
| 3.13.12 | The successful bidder must ensure that a shift roster is displayed at all times to serve as proof that all security officers are on duty per shift.  |
| 3.13.13 | The supervisor of the appointed security officers must draw up a shift roster: The supervisor of the successful bidder must ensure that a daily, weekly, monthly shift roster of all security officers are drawn up and kept on site where the service is rendered.  |
| 3.13.14 | The successful bidder must ensure that each security officer per duty point on the site must have a detailed duty sheet to ensure that all security personnel on duty are familiar with their duties as required in terms of this bid and contract requirements.   |
| 3.13.15 | The successful bidder must have a guard monitoring system in place to ensure that the site is patrolled / inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.<br><br>The guard monitoring points must be visited at least once per hour per day. Proof of the visits must be kept as evidence.   |
| 3.13.16 | The successful bidder must ensure that there is a contingency plan in place to ensure uninterrupted security service to the Department in cases amongst others, labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the successful bidder.   |
| 3.13.17 | The successful bidder must ensure that appointed security officers must at all-times refrain from littering and they must keep the grounds/building/work area occupied by them clean, hygienic and neat.   |
| 3.13.18 | The successful bidder must ensure that appointed security officers are not be allowed to trade on the departmental premises.   |
| 3.13.19 | The successful bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, articles or objects of any nature whatsoever, in, or against the Department's buildings or sites or any part thereof without written consent.   |
| 3.13.20 | The successful bidder shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.<br><br>Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The successful bidder shall be held responsible for the costs of such removal and also the damages incurred as a result of such removal. |
| 3.13.21 | The successful bidder shall ensure regular patrols and site visits from offsite Security Supervisor (1 x Day and 1x Night shift) to the site twice a week failure will result in a penalty of R2500.00 per visit per shift   |
| 3.14    | <b>Responsibility of appointed security officers</b>   |
|         | All appointed security officers deployed at the duty points/sites of the Department are responsible for amongst others:  |
| 3.14.1  | To act as an authorised official in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).   |
| 3.14.2  | To perform access control duties as prescribed, patrol premises, and execute functions required by the Departmental shift supervisors (including the safeguarding of personnel, property and information).   |
| 3.14.3  | To record events/incidents in the prescribed registers and report it to the shift supervisor and successful bidder.  |
| 3.14.4  | The protection of State property on the site, and the protection of the said property against theft, fire and vandalism.   |

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| 3.14.5  | The protection of the State's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).   |
| 3.14.6  | The protection of State information against any espionage and/or leakage to the wrong hands.   |
| 3.14.7  | Controlling/reporting/registering on the movement of persons or vehicles through checkpoints or gates.   |
| 3.14.8  | Conducting searches on staff members, members of the public and, if necessary, restrain them.  |
| 3.14.9  | Patrolling the premises and the offices of Department of Agriculture, Land Reform and Rural Development.   |
| 3.14.10 | Ensuring that security registers are up to date and kept legible and neat at all times.  |
| 3.14.11 | Escorting employees or visitors.   |
| 3.14.12 | Appointed Security Officers shall report on duty at least 15 minutes before the shift starting times to ensure proper shift rotation and handing over. All signatures/information regarding the handing-over must be provided.   |
| 3.14.13 | Avoiding any conflicts with the staff members or members of the public.  |
| 3.14.14 | Reporting any lost and found articles and goods to the shift supervisor.   |
| 3.14.15 | Acting as an emergency officer during emergency situation until the arrival of Departmental Security Officials.  |
| 3.14.16 | The issue and/or receipt of gate keys, indicating the time and by whom it was received.  |
| 3.14.17 | The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked.   |
| 3.14.18 | Under no circumstances must an entry in the registers be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled at the side. No lines must be skipped, no blank spaces must be left.   |
| 3.14.19 | Lost articles found at the site and of which the owner could not immediately be found, must be handed in at the security control room on site for safekeeping and recorded in the occurrence register. These lost articles must then be handed over to the Assistant Director: Safety and Security of the department.  |
| 3.14.20 | No documentation or any other deliveries must be received or accepted by the security officer of the successful bidder. In these cases, a representative of the Department must be informed to ensure collection of delivery of documentation and/or goods or services.  |
| 3.14.21 | The successful bidder must ensure that all governmental vehicles which enter or exit the departmental premises do so with a valid trip authorisation sheet and complete the government vehicle register.   |
| 3.14.22 | The following must be inspected and verified: <ul style="list-style-type: none"> <li>(i) Determine whether the driver has the authority to drive the vehicle.</li> <li>(ii) Check the driver's licence</li> <li>(iii) Check whether the number of passengers in the vehicle correspond with the passenger name list on the trip authorisation sheet.</li> <li>(iv) Check if the damages on the vehicle correspond with the damages identified on the trip authorisation sheet.</li> <li>(v) Check whether the spare wheel, jack and wheel spanner correspond with the utilities identified on the trip authorisation sheet.</li> <li>(vi) Ensure that returning vehicles forms and all the tools are corresponding with the checklist book issued are recorded.</li> </ul> |
| 3.15    | <b>Communication between the Department and the successful bidder</b>  |
| 3.15.1  | Meetings between the representatives of the Department and the successful bidder must be held at least once a month. The Department will keep the minutes of the meeting. On a month-to-month basis the service provider should provide their reports and present them together with their invoices.   |
| 3.15.2  | The successful bidder shall furnish a monthly and quarterly report of the security service, incidents, breaches etc. which transpired in the previous month to the Assistant Director: Safety and Security of the department.  |
| 4.      | <b>CLAIMS AND LIABILITIES OF THE SUCCESSFUL BIDDER</b>   |

|  |  |
|--|--|
| 4.1  | The successful bidder shall be held liable for any damages or loss suffered by the Department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.  |
| 4.2  | The Department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the Department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the Department.   |
| 4.3  | The Department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the successful bidder, and which arise from or are the result of any act or omission by the successful bidder or an employee or agent of the successful bidder in connection with the execution of the services in terms of this contract which may result in loss of life or injuries which may be sustained by the appointed security personnel during the execution of their duties, damages to or destruction of any equipment or property of the successful bidder during the execution of their duties and any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts. This includes illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.  |
| <b>5.. EVALUATION CRITERIA</b>   |  |
| <b>Tenders will be evaluated in terms of the evaluation criteria stipulated below:</b> |  |
| 5.1  | <b>Evaluation for mandatory criteria</b>   |
| 5.2  | <b>Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.</b>  |
| 5.1  | <b>NB: Failure to submit the following requirements with the proposal will disqualify the bidder's proposal.</b>   |
| 5.1.1.   | The Tenderer submits a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their <b>company letterhead</b> . In the case of a <b>One-Person</b> Concern submitting a tender, this shall be clearly stated on the company letter head. In case of a Company submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a <b>Closed Corporation</b> submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a <b>Partnership</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the <b>Joint Venture</b> ." i.e. the <b>Joint Venture</b> must submit three Letters of Authority as per the aforesaid Joint Venture requirement. |
| 5.1.2.   | Attendance of the Compulsory Tender Clarification meeting as stipulated above  |
| 5.1.3.   | Supplier to submit the detailed quotation that is on the company letterhead and it must be signed/approved by an authorized person.  |
| 5.1.4.   | Valid PSIRA Certificate of the company bidder's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority;  |
| 5.1.5.   | Valid Letter of good standing of the company from Private Security Industry Regulatory Authority (PSIRA)   |
| 5.1.6.   | Valid Copies of PSIRA Certificate(s) of Directors/Owners registered as grade A/B security officers   |
| 5.1.7.   | The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for <b>Security Services</b> , with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for <b>Security Services</b> . In the event of the Tenderer being a joint venture/consortium, the letter of good standing for <b>Security Service</b> of the individual members must also be provided   |
| 5.1.8.   | Valid letter of good standing from Private Security Sector Provident Fund (PSSPF)  |
| 5.1.9.   | Valid letter of confirmation of registration and paid up levies from National Bargaining Council for Private Security Sector (NBCPSS)  |
| 5.1.10.  | The bidder must provide minimum of 10 valid firearm licenses as per Firearms Control Act of 2000   |
| 5.1.11.  | The Service Provider must submit the existing cover for Public Liability insurance policy from any registered insurance company or submit documentary proof/letter of intent/quotation from registered insurers. The cover should be of the minimum value of R 1 million for the duration of the contract.   |

5.1.12. The wages must be in line with 2025/2026 National bargaining council for private security sector pricing guide.

**NOTE: Additional Required Documents (Not for elimination/disqualification)**

a) **TAX COMPLIANCE STATUS:** Attach a Valid Tax Clearance Certificate and/or SARS issued pin code. Bids received from bidders with a non- compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

b) Bidder should be registered with National Treasury **Central Supplier Database (CSD)**. Attach proof of registration

**5.2 EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

Apply the **80/20 Preference Point system** where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

**POINTS AWARDED FOR PRICE**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Specific goals for the tender and points claimed are indicated per the table below.**

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

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

| The specific goals allocated points in terms of this tender                      | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--|--|--|--|--|
| Who had no franchise in national elections before the 1983 and 1993 Constitution |  | 10   |  |  |
| Who is female  |  | 5  |  |  |
| Who has a disability   |  | 2  |  |  |
| Specific goal: Youth   |  | 3  |  |  |

**NB : The Site visits for a bidders that met all requirements. Department will conduct site inspect and following equipment's must be made available.**

|   |     |    |
|---|-----|----|
| Minimum of 5 Branded Vehicle registered on company name (no stickers)   | Yes | No |
| Full uniform on company Logo both corporate and combat  | Yes | No |
| Control room with communications system, valid radio license, vehicle tracking system in control room computers, electronic OB in control room computers must be able to send both sms and email notification to client immediately incident is captured. | Yes | No |
| Minimum of 10 Firearms with strong room storage with the firearm control register including valid licenses.   | Yes | No |
| Designated / appointed control room operate 1 per day 1 per night (duty rooster to be available)  | Yes | No |
| <b>NB: Failure to produce any of the above equipment will lead to disqualification of the bidder</b>  |     |    |

## 5. UNSATISFACTORY PERFORMANCE

- 5.1. The stipulations of the General Contract Conditions, apply
- 5.2. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department.

## 6. PRICING SCHEDULE (QUOTATION)

- 6.1. Pricing schedule/quotation must be in rand monitory value (**PRICING SCHEDULE**).
- 6.2. The service provider will provide the rates for the project (Grade C guards)

SERVICE PROVIDER SIGNATURE: \_\_\_\_\_

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

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

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

---

**1. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
  - Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

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

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

2.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Percentage ownership equity (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| I. HDI  | 10  |   |   |
| II. Who is female   | 5   |   |   |
| III. Who has a disability                                   | 2   |   |   |
| IV. Specific goal: Who is youth                             | 3   |   |   |

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity**  $\times 10 \div 100$  = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity**  $\times 5 \div 100$  = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity**  $\times 2 \div 100$  = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity**  $\times 3 \div 100$  = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

##### **3.2.1. POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

- 4.3. A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4. A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5. A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

## 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?  
**(Tick applicable box)**

|     |  |    |
|-----|--|----|
| YES |  | NO |
|-----|--|----|

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: ..... %
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

## 6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: .....

6.2. Company registration number: .....

### 6.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
One-person business/sole proprietor  
Close corporation  
Public Company  
Personal Liability Company  
(Pty) Limited  
Non-Profit Company  
State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC IN GAUTENG PROVINCE.**

- (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) been applied recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....



## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

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| <b>security</b>                           | <p>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> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <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>   |
| <b>8. Inspections, tests and analyses</b> | <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</p> |

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

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

**14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

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

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

Js General Conditions of Contract (revised July 2010)