



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho
First Floor, East Wing,
Private Bag X2044,
Mmabatho 2735
Tel.: (018) 388-3429/33
e-mail: sgedu@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: Edu 12/22NWDE

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU12/22NWDE: PROVISION OF PHYSICAL SECURITY SERVICES TO THE INSTITUTIONS OF THE NORTH WEST DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

1. You are hereby invited to bid for Appointment of a Service Provider for Provision of Physical Security Services to the Institutions of the North West Department of Education for a Period of Three (3) Years
2. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
5. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
- 5.1. The following information should be clearly marked on the same sealed envelope:

"Tender No.	:	EDU 12/22 NWDOE
"Closing Date	:	07 FEBRUARY 2023
"Closing Time	:	11H00
6. All enquiries pertaining specification can be directed to **Ms SP Moletsane** at following number: 018 388 2298 during office hours
7. For details for obtaining the bid documents: **Ms. Tshiamo Keetile/Ms C Nkoliswa** at the following Telephone number: (018) 388 4091 /388 3792 during office hours.
8. The Department reserves the right to accept or reject any bid in responsive to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
9. This Bid Documents are ONLY available for download on temporary E-portal at www.etenders@treasury.gov.za
10. All submissions must be accompanied by a soft copy in a disc or flash drive, clearly stating the bid number and description, as well as the Company name

11. EVALUATION CRITERIA TO BE USED

All bids will only be evaluated on 5 Stages as indicated on the Specification Document of this invitation and

Functionality

100 points

90/10 Preference Point Systems as follows

Breakdown of 100 points:-

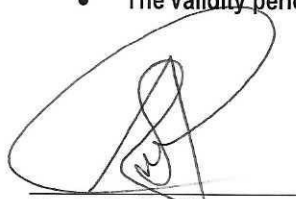
√Maximum Price points	90
√Maximum BBBEE points	10
TOTAL POINTS	100

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified."

NOTE:

- The validity period is ninety (90) days and it is calculated as from the closing date of tenders.



Mr A. Suliman
Acting Chief Financial Officer

SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST EDUCATION DEPARTMENT

BID NUMBER: **EDU 12/22 NWDE**

CLOSING DATE: **07 FEBRUARY 2023.**

CLOSING TIME: **11:00**

DESCRIPTION: **EDU 12/22 NWDE: PROVISION OF PHYSICAL SECURITY SERVICES TO THE INSTITUTIONS OF THE NORTH WEST DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

GARONA Building, East Wing, Ground Floor, CFO'S Office, Sekame Road, MMABATHO

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open from 8:00 to 16:30 Monday to Friday

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR ☐
A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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

[IF YES ENCLOSE PROOF]

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE:TOTAL NUMBER OF ITEMS OFFERED:

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

DOCUMENT ISSUES

TECHNICAL ISSUES

Ms. C Nkoliswa / Ms. T Keetile
Tel: No. 018 388 3792/388 4091

Mrs SP Moletsane
spetros@nwpg.gov.za 018 388 2298

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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.

- 2.3 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

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.

(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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **.....90/10.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....
.....



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

**SPECIFICATION DOCUMENT
FOR
PROVISION OF PHYSICAL SECURITY SERVICES TO THE
INSTITUTIONS OF THE NORTH WEST DEPARTMENT OF
EDUCATION FOR A PERIOD OF THREE (3) YEARS**

7 BACKGROUND

7.1 The North West Department of Education depends entirely on its personnel, information and assets in order to execute its mandate. The employees, information and assets of the department must therefore be protected against unforeseen and identified threats in order to ensure the continued or uninterrupted delivery of services. To this end, the North West Department of Education has resolved to invoke normal guarding services as one of the critical security measures in order to reduce the risk of harm that can be caused to the institutions to ensure protection against unforeseen and identified threats. Bidders are invited to render normal guarding to institutions of the North West Department of Education as clustered to ensure a rapid response within a reasonable time and that an effective, efficient service is rendered in all identified institutions in a coordinated manner.

8 DELIVERABLES

8.1 Normal Physical Guarding

This service type of security is where a normal guarding solution is required. Grade “C” certificate is required for all sites. Access and egress control measures should relate to the security risk associated with.

9 ALLOCATION OF SITES

Preference will be given to those service providers within a sixty kilometres (60km) radius from their control room. The department reserves the right to allocate sites to qualifying bidders which they have not bided for, where there was no

allocation within the said sixty kilometres (60km) radius. The department reserves the right to award a cluster in part or in whole.

The Department reserves the right to reduce the number of sites in a cluster or the number of guards per site.

The bidder must select a cluster within 60 km radius of their control room, failure to comply with this requirement will lead to a disqualification.

The table below provides sites in which normal physical guarding service is to be provided as described above:

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
DR RUTH SEGOMOTSI MOMPATI DISTRICT					
CLUSTER 1					
DRRSM	Kagisano-Molopo Sub District	Dr. RSM	4	2	2
DRRSM	Ganyesa Resource	Dr. RSM	2	1	1
DRRSM	Kgalalelo School Hostel	Dr. RSM	8	4	4
DRRSM	Temoso Special School	Dr. RSM	5	2	3
DRRSM	Mpepi ELC (Tseng Village)	Dr RSM	4	2	2
			23		
CLUSTER 2					
DRRSM	Bray Intermediate	Dr. RSM	8	4	4
DRRSM	Ebenezer Primary	Dr. RSM	8	4	4
DRRSM	Huhudi Agrucultural Focus	Dr. RSM	4	2	2
			20		
CLUSTER 3					
DRRSM	Naledi Sub District	Dr. RSM	5	2	3
DRRSM	Pule-Leeuw Resource	Dr. RSM	3	1	2

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
DRRSM	Lykso Primary	Dr. RSM	8	4	4
DRRSM	Pudimoe Circuit	Dr. RSM	3	1	2
			19		
CLUSTER 4					
DRRSM	Taung Resource Centre	Dr. RSM	4	2	2
DRRSM	Taung Enrichment Centre	Dr. RSM	3	1	2
DRRSM	Greater Taung Sub District	Dr. RSM	4	2	2
DRRSM	Reivilo High School	Dr. RSM	8	4	4
			19		
CLUSTER 5					
DRRSM	Christiana School for the Blind Special School	Dr. RSM	10	4	6
DRRSM	MM Sebitloane Special School	Dr. RSM	8	3	5
DRRSM	Kebalipile ELC (Matsheng Village)	Dr RSM	4	2	2
			22		
CLUSTER 6					
DRRSM	Tong Technical	Dr. RSM	4	2	2
DRRSM	Mankuroane Technical	Dr. RSM	4	2	2
DRRSM	Thapama Agricultural Focus	Dr. RSM	4	2	2
DRRSM	PH Moeketsi Agricultural Focus	Dr. RSM	6	3	3
DRRSM	Kromellboog Agricultural Focus	Dr. RSM	4	2	2
			22		
NGAKA MODIRI MOLEMA DISTRICT					
CLUSTER 1					

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
NMM	District Office – Ngaka	NMM	5	2	3
NMM	Assessment	NMM	5	2	3
NMM	Mahikeng Sub-District	NMM	5	2	3
NMM	Poungwe EDSC	NMM	2	1	1
NMM	Ratlou Sub-District Office	NMM	4	2	2
CLUSTER 2			21		
NMM	Uitkyk EDSC	NMM	2	1	1
NMM	Logagane EDSC	NMM	2	1	1
NMM	Ditsobotla Sub-District Office	NMM	4	2	2
NMM	Old Circuit Office	NMM	4	2	2
NMM	Itsoseng Resource Centre	NMM	4	2	2
NMM	Madibogo Resource Centre	NMM	4	2	2
			20		
CLUSTER 3					
NMM	Ramotshere Moilwa Sub- District	NMM	6	2	4
NMM	Zeerust Circuit	NMM	4	2	2
NMM	Nthutang EDSC	NMM	2	1	1
NMM	DP Moloto Special School	NMM	5	2	3
NMM	Resomaretse Special School	NMM	5	2	3
			22		
CLUSTER 4					
NMM	Tswaing Sub-District	NMM	4	2	2
NMM	Atamelang Resource Centre	NMM	4	2	2
NMM	Lillian Lehetha Special School	NMM	5	2	3
NMM	Letsopa Ottosdal Resource	NMM	4	2	2
NMM	Curriculum FET	NMM	4	2	2
			21		
CLUSTER 5					
NMM	Bophelong Special School	NMM	7	3	4
NMM	Tlamelang Special School	NMM	8	3	5

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
NMM	Retlametswe Special School	NMM	5	2	3
			20		
CLUSTER 6					
NMM	Coligny Special School	NMM	6	2	4
NMM	Reatlegile Special School	NMM	5	2	3
NMM	Itsoseng EDSC	NMM	2	1	1
NMM	OnkgopotseTiro Comprehensive School	NMM	10	4	6
			23		
CLUSTER 7					
NMM	Exams (Insert Building)	NMM	6	3	3
NMM	Quality Assurance	NMM	5	2	3
NMM	Auxiliary Services	NMM	8	4	4
NMM	Communications	NMM	4	2	2
			23		
BOJANALA DISTRICT					
CLUSTER 1					
BJN	Palladium House Offices	Bojanala	5	2	3
BJN	Communication (SkoolRaad) Centre	Bojanala	4	2	2
BJN	Tlhabane Resource Centre	Bojanala	5	2	3
BJN	Rustenburg Sub-District office	Bojanala	4	2	2
BJN	Tlhabane EDSC	Bojanala	2	1	1
			20		
CLUSTER 2					
BJN	Mphebana EDSC	Bojanala	2	1	1
BJN	Oom Paul Special School	Bojanala	8	4	4
BJN	Kutlwanong School for the Deaf	Bojanala	10	5	5
BJN	Iteko Special School	Bojanala	5	2	3
			25		
CLUSTER 3					

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
BJN	RTB SkoolvirBuitengewonne	Bojanala	8	4	4
BJN	Boons Mega Farm School	Bojanala	8	4	4
BJN	Naauwpoort Mega School	Bojanala	8	4	4
			24		
CLUSTER 4					
BJN	Mogwase Resource Centre	Bojanala	3	1	2
BJN	Mogwase Circuit Office	Bojanala	4	2	2
BJN	Madikwe Circuit	Bojanala	4	2	2
BJN	Mononono EDSC	Bojanala	2	1	1
BJN	Batlhalerwa EDSC	Bojanala	4	2	2
BJN	Tubane EDSC	Bojanala	2	1	1
BJN	Madikwe EDSC	Bojanala	2	1	1
			21		
CLUSTER 5					
BJN	Rorisang Special School	Bojanala	5	2	3
BJN	Reoleboge Special School	Bojanala	5	2	3
BJN	Temogo Special School	Bojanala	5	2	3
BJN	Herman Thebe Mega Farm School	Bojanala	8	4	4
			23		
CLUSTER 6					
BJN	Madibeng Sub-District	Bojanala	4	2	2
BJN	Lethabile Education Office	Bojanala	3	1	2
BJN	Mmakau EDSC	Bojanala	2	1	1
BJN	Jerico EDSC	Bojanala	2	1	1
BJN	Retlakgona Circuit Office	Bojanala	3	1	2
BJN	Madidi EDSC	Bojanala	2	1	1
			16		
CLUSTER 7					
BJN	Obed More Special School	Bojanala	5	2	3
BJN	Mfihlakalo Special School	Bojanala	5	2	3

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
BJN	Neo Mathebe Special School	Bojanala	5	2	3
BJN	RekgonneBapo Special School	Bojanala	5	2	3
			20		
CLUSTER 8					
BJN	Moretele Sub-District	Bojanala	3	1	2
BJN	Moretele Resource Centre	Bojanala	3	1	2
BJN	Lentheng EDSC	Bojanala	2	1	1
BJN	L.M. Mokoena Special School	Bojanala	5	2	3
BJN	Mmekwa Masedi Special School	Bojanala	5	2	3
BJN	Ngobi ELC (Moretele M L)	Bojanala	4	2	2
BJN	Sesfikile ELC (Mogwase Village)	Bojanala	4	2	2
			26		
DR KENNETH KAUNDA DISTRICT					
CLUSTER 1					
DRKK	Teemanane Building	Dr. KK	7	4	3
DRKK	Vyfhoek	Dr. KK	4	2	2
DRKK	Matlosana Sub-District Office	Dr. KK	4	2	2
DRKK	ES Le Granje Special School	Dr. KK	6	2	4
			21		
CLUSTER 2					
DRKK	EM Mokatsane EDSC	Dr. KK	4	2	2
DRKK	JB Marks Sub-District Office	Dr. KK	4	2	2
DRKK	Tlhathelela EDSC	Dr. KK	4	2	2
DRKK	Ikalafeng Special School	Dr. KK	6	2	4
DRKK	Kedimetse EDSC	Dr. KK	4	2	2
			22		
CLUSTER 3					
DRKK	Die Wilge Special School	Dr. KK	6	2	4

SITE IDENTIFICATION	INSTITUTION	DISTRICT	NO. OF GUARDS	DAY	NIGHT
DRKK	Janie Schneider Special School	Dr. KK	6	2	4
DRKK	Keurhof Special School	Dr. KK	6	2	4
DRKK	Kanana ELC	Dr KK	4	2	2
			22		
CLUSTER 4					
DRKK	Maquassi Hills Office	Dr. KK	4	2	2
DRKK	North West School for the Deaf	Dr. KK	6	2	4
DRKK	Dearaad Special School	Dr. KK	6	2	4
DRKK	Rea Bopa ECD	Dr KK	4	2	2
			20		

10 COMPULSORY RETURNABLES

Bidders are required to provide the following compulsory documents which need to be fully completed, signed/initialled where applicable and returned in order to submit a compliant bid. Failure to submit the mandatory documents required **WILL** lead to disqualification of the bid.

NO	RETURNABLE DOCUMENT	DESCRIPTION	COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX	
			YES	NO
1	SBD 1	Invitation to bid		
2	SBD 4	Declaration Of Interest		

NO	RETURNABLE DOCUMENT	DESCRIPTION	COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX	
			YES	NO
3	SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017		
4	Valid B-BBEE Certificate/Sworn Affidavit attested by a Commissioner of Oaths	Provide Certified Copy		
5	Current and valid PSIRA registration certificates of company and owner/directors	Provide Certified Copy		
6	Current and valid PSIRA Letter of Good Standing (certified copy)	Provide Certified Copy		
7	Current and valid COIDA Letter of Good Standing (certified copy)	Provide Certified Copy		
8	Confirmation of Public Liability Insurance cover of R10 million per cluster, to be submitted upon acceptance of offer.	Provide Certified Copy		
9	Proof of business address-in the bidder's name and in the preferred District as identified according the "cluster table" (municipality account required, Municipal Clearance certificate or rental agreement in the bidder name)	Provide Copy		
10	Identification copies	Provide Certified Copy		
11	CSD Registration number not older than a 30 days from the date of closure (Summary Report)			

- a. Bidders must furnish all the information required for each returnable document with the indicated amount of detail to ensure compliancy of the bid with responsiveness criteria. Returnable documents left blank without any indication of response by the bidder to the requested information in the returnable document will be taken as an omission of the requested information.

11 MAINTAINING GOOD STANDING AND PROVISION OF UPDATED RECORDS

11.1 Service providers awarded this contract must maintain their good standing with the relevant regulatory institutions below and provide updated information within one week (7 days) and as when required by the North West Department of Education:

11.1.1 PSIRA Registration Certificate.

11.1.2 PSIRA Letter of Good Standing.

11.1.3 COIDA Letter of Good Standing.

11.1.4 Public Liability Insurance Document or Letter of Intent at the value of R10 million per cluster.

11.1.5 Occupational Health and Safety Plan.

11.1.6 Its Directors, Security Officers and Administration staff have undergone police clearance verification. No Security officer with a criminal record are permitted to be deployed to any North West Department of Education premises.

11.1.7 It remains the prerogative of the North West Department of Education to do random verification on such police clearance and compliance to wage requirements

11.1.8 The presentation or submission of PSIRA issued certificate does not constitute proof of a Security Officer's criminal record.

11.1.9 The North West Department of Education reserves the right to conduct screening and vetting of the company, directors/owners of the company including employees through the State Security Agency (SSA) failure to comply with said standards as determined by the agency may lead to disqualification.

12 SERVICE OVERVIEW

12.1 The North West Department of Education requires the provision of private security services to be rendered at various premises of the North West Department of Education on an ongoing basis during the duration of the contract.

12.2 The North West Department of Education will require the provision of armed private security services to be rendered at various premises of the North West Department of Education “as and when required” during the duration of the contract, for which invoicing for such will be adjusted accordingly

13 MINIMUM SERVICE STANDARDS

13.1 The Provision of Security Services under this bid will be subject to the minimum service standards applicable to the service type as indicated in **Table A** below.

13.1.1 SECURITY SERVICE STANDARDS

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
Access Control	All reception and entrance points	Only authorised staff members, visitors, contractors allowed to have access to the building.	No unauthorised staff, contractors or visitors found on the site during random checks.	100%	To be determined by the Department.
	All vehicle entrances	Only authorised staff, delivery vehicles and	No unauthorised and non-escorted		

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		contractors admitted into the building and allowed in the parking facilities.	delivery vehicles on premises.		
	Visitor Management	Exclude any person attempting to enter without a valid credential or reason	Monthly reports unauthorised persons on site. Authorisation from authorised officials.		
Internal Control	Searching On Access and Egress	No removal of North West Department of Education's property and / or staff property without proper authorisation.	Reports received from staff members. Audit conducted by the Department.		
Reporting	Incident response	All incidents to be reported within 5 minutes to Control Room	Printout of the monthly report control sheet. Reports from staff members. Audit by the Department.		
		All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.	Reports from staff members Audit by contract management team and / or Department		
Service Providers Responsibility	Compliance Management	Ensure sufficient relievers are available to ensure an uninterrupted service at all times	Inspection of daily posting sheet		
		Ensure that site supervisor visits all the premises a minimum of three times per shift or as mutually agreed by in the ORS at call-off stage.			

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		Ensure that no self-posting takes place.			
		Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.			
		Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.			
		Ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the Service Provider's corporate photo identification badges			
		Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers			
		Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewellery and accessories.			
		Ensure that all security officers are equipped with the necessary service aids, i.e. baton, handcuffs, pocket book, pen, torch and communication device.			
Service Providers Responsibility	Compliance Management	Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice		100%	To be determined by the Department.
		In the provision of the Services, have due regard to the operational			

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		requirements of the parties occupying or operating from the premises and security officers shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements			
Service Providers Responsibility	Compliance Management	Ensure that the security officers shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises		100%	To be determined by the Department.
		Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises			
		Ensure that the specified number of security officers is always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant			
		Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.			
		The service provider must ensure patrolling of the North West Department of Education buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (SOP) or where the SOP does not provide prescripts in relation to patrols, the service provider must ensure the WCG building, Site, parking area or perimeter is patrolled at least once every 30 minutes or as mutually agreed by in the ORS at call-off stage. At WCG sites where electronic patrol management equipment is installed, the service provider is required to			

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		submit reports of badging at these electronic points on a weekly basis to the appointed WCG Security Operational Manager/Facility Manager.			
		Submit daily deployment sheet to the applicable facility / contract manager within one (1) hour of commencement of duty.		100%	To be determined by the Department.
		Complete and submit a monthly operational report to the applicable department security manager.			
		Attend operational meetings as schedules by the Department			
		Possess a minimum PSIRA grade C qualification			
		Be a SA Citizen			
		Be able to work independently			
		Be able to communicate in two of the three official languages of the Western Cape and be able to read and write in English;			
		Be physically fit			
		Be assertive enough to enforce security measures as required			
		Be trained in professional conduct, including difficult and conflict situations			
		Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner			
		Be alert, vigilant and professional in their approach and actions.			
		Guard against the unnecessary use of personal communication devices and / or reading material which will distract the security officer from performing in accordance with the agreement or as mutually agreed at call-off stage.			
In addition to the penalty, the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer (s) permanently from the premises					
Performance Standards					
Service Providers Responsibility	Compliance Management	Absence from the premises without proper notification;		Nil	

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		Accepting any gifts or bribes while on duty;			To be determined by the Department.
		Use of equipment issued or being used by the security officer in an inappropriate or illegal manner.			
		Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;			
		Enabling any person to secure stolen property from the premises;			
Service Providers Responsibility	Compliance Management	False reporting		Nil	To be determined by the Department.
		Negligent in the application of their responsibilities;			
		Sleeping on duty or neglecting their duty;			
		Sexually or verbally harassing other security officials, WCG staff and / or members of the public.			
		Unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;			
		Wilful disobedience of instructions, orders of a superior or a reasonable request by the Department;			
		Failing to report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;			
		Failing to wear the prescribed clothing or identification when on duty;			
		Failure to have all the service aids required while on duty.			
		Failing to present an acceptable image or an upright position, or deal with any person in a respectful manner. (This implies that Security Officers shall not sit when they should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties.)			

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING)			
MAJOR SERVICE	SERVICE AREA	PERFORMANCE STANDARDS	METRIC	TARGET	PENALTY
		Performing any action, the effect of which could lead to possible criminal prosecution			

14 SERVICE LEVELS/DUTIES OF SERVICE PROVIDER

- 14.1 In addition to the above-mentioned service standards, the Service Provider shall at all-time render a service that enhance and maintain at minimum the corporate image of the North West Department of Education and is in line with the departmental values and ethos.
- 14.2 The Service Provider shall furthermore comply with all service requirements, per service type as stipulated in Service Level Agreement.
- 14.3 The Service Provider shall provide an Occurrence Book which must be engraved with both the bidder's Logo and the NW Department of Education Logo on the date of commencement of deployment at the expense of the Successful bidder
- 14.4 The service provider will provide his personnel with a standard corporate uniform as follows:
- 14.4.1 Corporate uniform: matching uniform bearing a visible logo of the bidder.
- 14.4.2 Furthermore, the service provider should also provide his personnel with protective clothing for different climate conditions.
i.e. Raincoats, coats and boots.
- 14.5 The service provider must draw up and consistently enforce a disciplinary code in respect of all security officers in its employ and undertakes to submit certified copies of its current grievance and disciplinary procedures before commencement of the contract.
- 14.6 Disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined honest, safe, reasonable, professional and competent

conduct by security officers in the circumstances in which they are employed and made available by the successful bidder for the rendering of security services.

15 PUBLIC LIABILITY INSURANCE

- 15.1 The Service Provider shall obtain public liability insurance at its own cost commensurate with the risks associated with rendering the Services to the value of R2 000 000 per site. Upon appointment a compulsory Risk Assessment to be conducted at cost of the company for variation purposes on the liability cover. The Insurance liability will cover all movable and non-movable assets.
- 15.2 The Service Provider warrants that it will maintain an insurance policy cover for the duration of this Agreement.
- 15.3 The Service Provider shall, at the commencement of this Agreement and thereafter on a quarterly basis, submit to the Department, proof of the validity and continuance of its insurance policy.
- 15.4 Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this Agreement and any damage and/or loss suffered by the Department as a result thereof shall be borne by the Service Provider.

16 INDEPENDENT CONTRACTOR

- 16.1 The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer/employee relationship shall exist between the parties. The North West Department of Education shall not be liable for any injury, loss or damage directly or indirectly incurred by the Service Provider, as an independent contractor, arising out of or in connection with the Services rendered by the Service Provider in accordance with this contract.

17 CONFIDENTIAL INFORMATION

17.1 The Service Provider shall not, during the duration of this Agreement, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the Department, government in any other sphere, or any government institution or organ of state.

17.2 For purposes of this clause "Confidential Information" shall mean

17.2.1 any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the North West Department of Education;

17.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

17.2.3 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;

17.2.4 all information which a third party has in terms of any agreement made available to the North West Department of Education and which has become known to the Service Provider in the course of rendering the Services; and

17.2.5 any dispute between the Parties resulting from this contract.

17.3 The Service Provider shall

17.3.1 use the Confidential Information only for the purpose of Providing the Service;

17.3.2 treat and safeguard the Confidential Information as private and confidential; and

17.3.3 Ensure proper and secure storage of all Confidential Information.

17.4 Any documents or records (including written instructions, notes or memoranda) relating to the service which are to be provided to the Service Provider or which come into the Service Provider's possession during the currency of this contract, are deemed to be the property of the North West Department of Education and shall be surrendered to the North West Department of Education on demand, and in the event of the expiry or termination of this contract, the Service Provider will not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the North West Department of Education.

17.5 As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, other service providers and patients. It is required of the Service Provider to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

18 WARRANTY

18.1 The Service Provider warrants to the North West Department of Education that it will provide the Service in accordance with this contract and will at its own cost remedy any failures or unsatisfactory performance.

18.2 This warranty may not be delegated or transferred without prior written consent from the North West Department of Education.

19 PENALTIES

19.1 Where the Service Provider fails to render the Services in terms of this Agreement, penalties for the failure will be payable to North West Department of Education.

19.2 Penalties levied against the Service Provider shall be determined with reference to the total daily, weekly or monthly total call-off contract price as set out in Service Level Agreement.

19.3 Where the service provider fails to provide the Service in terms of the Service Level Agreement and call-off contract, low service penalties for said failure will be calculated per transgression, per person, per day. In the event of a transgression being part of a shift, this period will be regarded as a full shift.

19.4 The service provided in terms of the Service Level Agreement and call-off contracts will be evaluated and any contraventions of the contract conditions and /or loss of North West Department of Education property due to proven negligence will be collated on a monthly basis.

19.5 Penalties will be payable by the Service Provider for every incident and or provision of the Service Level Agreement and call-off contract which the Service Provider fails to honour, as well as by any posted security officer who contravenes the contract conditions/and or loss of North West Department of Education property due to proven negligence.

19.6 The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, in the following instances:

19.6.1 1% of the applicable daily/ weekly/ monthly/ total call-off order value registered against applicable site or service.

19.6.2 The institution of three (3) penalties against a specific service provider will be used as a benchmark after which written warnings will be issued to the service provider:

19.6.2.1 Warning 1 in addition to pro-rata low service penalties depending on the transgression

19.6.2.2 Warning 2 in addition to pro-rata low service penalties depending on the transgression

19.6.2.3 Warning 3 in addition to pro-rata low service penalties depending on the transgression.

19.7 Should there be further transgressions after three (3) warnings, the process of delisting the Service Provider from the Framework Agreement will be commenced under the guidance of the Directorate Legal Services.

19.8 In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to delist a service provider from the Framework Agreement will be commenced under the guidance of the North West Department of Education, Legal Services. In such instances warnings may not apply and immediate removal from the Framework Agreement will be explored.

20 NON-PERFORMANCE (ESCALATION PROCESS)

20.1 North West Department of Education will be responsible for the management of supplier performance in terms of call-off contracts.

20.2 Standard penalties and warnings will apply at the call-off contract stage, where a maximum of three (3) transgressions will be allowed before a service provider will be removed from the Framework Agreement under the guidance of the North West Department of Education, Legal Services.

21 REPORTING

21.1 Contracted suppliers should submit quarterly reports to the North West Department of Education within seven (7) days after the end of the quarter.

22 Evaluation Criteria

22.1 Stage 1: Pre-qualification criteria for preferential procurement

- (a) Bidders must have a minimum B-BBEE contributor status level of 1 and
- (b) an EME OR QSE;

The North West Department of Education will only consider a bid if the relevant bidder meets this pre-qualification criterion. Where a bidder fails to meet this pre-qualification criteria, the bid will be considered an unacceptable bid and will be disqualified from further evaluation.

22.2 Stage 2: Administrative Compliance

1. Complete CSD Report not older than 30 days from the date of closure
2. B-BBEE Certificate and or exemption affidavit
3. PSIRA Valid Registration Certificate (for the bidder and the company).
4. PSIRA Letter of Good Standing.
5. COIDA Letter of Good Standing.
6. Site applied for is within 60km radius of the bidders control room (Bidders must submit proof of address of control room under the bidder's name or Director's name or lease agreement
7. Public Liability Insurance Document or Letter of Intent (R10 million per cluster).

22.3 Stage 3: FUNCTIONALITY CRITERION EVALUATION

- a. All bidder/s who scores the minimum threshold of **70 points** or above shall advance to Stage 4 of the bidding process. Bids that do not score the specified minimum points for functionality shall be disqualified and not be considered for further evaluation.

No	Functionality criteria	Tender Rating Matrix	A - Tender Rating	B - Weighting	C - Tenders Score (%)
1	Company work Experience: Bidders must submit relevant accumulative experience for successfully rendering security services to the clients for the last 5 years Evidence Required: Signed reference letter with contact details, copy of contract or appointment letter.	Successfully rendering physical security Services for 5 years or more	5	30	
		Successfully rendering physical security for 4 years but less than 5 years	4		
		Successfully rendering physical security for 3 years or more.	3		

No	Functionality criteria	Tender Rating Matrix	A - Tender Rating	B - Weighting	C - Tenders Score (%)
	<i>(NB: If the submitted evidence does not have any of the details as stipulated above, this evidence will not be accepted, and NO points will be awarded for that)</i>	Successfully rendering physical security for 2 years but less than 3 years	2		
		Successfully rendering physical security for 1 year but less than 2 years.	1		
		No Experience in rendering Physical Security Services and/or have experience of less than 1 year.	0		
2	Response Vehicles Bidders should demonstrate capacity to render rapid response services to our sites Evidence Required: Vehicle registrations owned by company or active director(s) permanently branded with the company's details.	Two or more vehicles registration certificate	2	20	
		One (1) vehicle registration certificate	1		
		No Registration certificate	0		

No	Functionality criteria	Tender Rating Matrix	A - Tender Rating	B - Weighting	C - Tenders Score (%)
3	<p>Bidders are required to demonstrate to the department that they are in financial position to successfully implement the project for the stipulated duration by providing ANY of the following:</p> <p>(2) Bank Guaranteed Letter OR (3) Guarantee Letter from any FSP Registered Organization OR Company's Bank statement on an official bank document or form not older than 1 month from the closure of this bid.</p>	<p>The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R500 000.00 or more</p> <p>Bidders will only be awarded points if all of the above is complied with.</p>	2	25	
		<p>The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity of R300 000.00 or more but less than R 500 000.00</p> <p>Bidders will only be awarded points if all of the above is complied with.</p>	1		

No	Functionality criteria	Tender Rating Matrix	A - Tender Rating	B - Weighting	C - Tenders Score (%)
		The Bidder has provided a Bank Guaranteed Letter from a FSP registered institution indicating financial capacity less than R 300 000.00 OR The bidder DID NOT provide any Financial Capacity Evidence	0		
4	PERSONNEL EXPERINCE Evidence Required: i) CV of Director/Owner ii) PSIRA Grade C certificate	More than 5 years' experience in security services	5	25	
		4 years' experience in security services	4		
		3 years' experience in security services	3		
		2 years' experience in security services	2		
		1 year of experience in security services	1		
		No Evidence Attached	0		
		TOTAL SCORE (%)			100

Functionality Table

22.4 STAGE 4: SITE VISIT AND VERIFICATION

North West Department of Education will be conducting site inspections at the shortlisted bidder's office security control room as per the business address provided. The site inspection will include amongst others the following and the bidders must comply with **80% of the requirements** to be considered for further evaluation.

The name of the company:

Business Address:.....

.....
.....

Contact Details:

(Name & Cell No)

No	Site Inspection	Comply	Not Comply
1	Management of company		
1.1	Register of staff		
1.2	Basic representation of the company and office walkthrough		
1.3	Existence of employees with the company		
2	Other operational facilities		
2.1	Uniform stored		
2.2	Arm response		
2.3	Fleet of cars to transport guards to site etc.		
3	Control Room		
3.1	Identification of security officers on site		
3.2	Base station		
3.3	Security on site at the room		
3.4	Incidence register		
3.5	Occurrence book with records for both client and control room		
3.6	24 hours shift register		
4	Control Room Communication		

No	Site Inspection	Comply	Not Comply
4.1	Test communication between control room and on client		
4.2	Backup communication e.g. cell phone and two-way radios		
5	Security equipment		
	Operating Base station and hand held two-way radios, including Cell phones		
	Hand held metal detector		
	Baton sticks		
	Hand cuffs with keys		
	Torch/flash light		
	Security Registers and pen pocket books		
	ID cards		
	PSIRA cards		
	Whistle & Lanyard		
	Pepper spray		
	Samples of Uniforms.		
	Existence of an operating office with the required security equipment and evidence to indicate the conducting of security services.		
	The Control Room's ability to contact the various guards at the facilities they are guarding.		
	The guards' ability to contact the Control Room and Police if required		
	Security equipment specification		
	Existence of an operating office with the required security equipment and evidence to indicate the conducting of security services.		
	The Control Room's ability to contact the various guards at the facilities they are guarding.		
	The guards' ability to contact the Control Room and Police if required		
	Occurrence Books		
	Office infrastructure as per PSIRA prescribed standards.		

22.5 STAGE 5 – PRICE AND PREFERENCE

1. The following Pricing Schedule Summary must be completed as follows:
2. The bid pricing should be based on price per guard (VAT Inclusive where applicable). Complete the table below by listing

THREE (03) clusters according to the order of preference in **ONE (01)** District identified. Please note that bidders are restricted to only **ONE District** and failure to comply will lead to **Automatic Disqualification**. Please note that service providers will only be awarded one (1) cluster or more, based on the discretion of the department.

CLUSTER IDENTIFICATION	INSTITUTION	PREFERRED DISTRICT	Quantity (number of Security Guards) (A)	Monthly Service fee per security guard (VAT Incl./ Non VAT) (B)	Total Monthly Service Fee (VAT Incl/ Non VAT.) (A) x (B) = (C)	Total Annual Fee (VAT Incl/ Non VAT.) (C) x 12 = (D)

CLUSTER IDENTIFICATION	INSTITUTION	PREFERRED DISTRICT	Quantity (number of Security Guards) (A)	Monthly Service fee per security guard (VAT Incl./ Non VAT) (B)	Total Monthly Service Fee (VAT Incl/ Non VAT.) (A) x (B) = (C)	Total Annual Fee (VAT Incl/ Non VAT.) (C) x 12 = (D)

Note: The Security fee must be inclusive of all costs associated with rendering the service i.e. officers' salary (incl. public holiday rates etc.), relievers, Provident Fund, UIF, training, transport, uniform, shift allowance and all relevant guidelines as provided by PSIRA.

The maximum points for this bid are allocated as follows:

	POINTS 90/10
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

NB: Bidders will not be allocated BBEE points if SBD (Standard Bid Document) 6.1 is not correctly and fully completed.

The maximum points for this bid are allocated as follows:

- 90/10 preference point system for acquisition of goods or services for Rand value equal to R50 million and above inclusive of all applicable taxes
 - Bidder must submit proof of its B-BBEE status level of contributor
 - A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but
 - May only score points out of 90 for price; and
 - Scores 0 points out of 10 for B-BBEE.
- The bidder obtaining the highest number of total points (Price and Preference Points) will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots or toss of a coin.



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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

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

**7.
Performance
security**

arising from use of the goods or any part thereof by the purchaser.

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

**8.
Inspections,
tests and
analyses**

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25.
Force
Majeure**

terms of the contract or any other contract or any other amount which may be due to him

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

**26.
Termination
for insolvency**

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

**27. Settlement
of
Disputes**

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

**28. Limitation
of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29.
Governing
language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30.
Applicable
law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes
and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National
Industrial
Participation (NIP)
Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of
Restrictive
practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)

