



## INVITATION TO BID

**BID NUMBER:** SANAS/SECURITY/2022-23/01

**BID DESCRIPTION:** APPOINTMENT OF A SUITABLE PROFESSIONAL BIDDER FOR THE PROVISION OF SECURITY GUARD AND PROTECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.

APPOINTMENT OF A SUITABLE PROFESSIONAL BIDDER FOR THE PROVISION OF SECURITY GUARD AND PROTECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.	
<b>ISSUED BY:</b>	South African National Accreditation Systems: Supply Chain
<b>ADVERTISEMENT DATE:</b>	22 April 2022
<b>CLOSING TIME AND TIME:</b>	17 May 2022 @ 11:00
<b>TENDER DOCUMENTS:</b>	Not for sale. Copies of the bid documents are obtainable from SANAS website and on the e-Tender portal of the National Treasury website, <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or <a href="https://www.sanas.co.za/">https://www.sanas.co.za/</a>
<b>BID VALIDITY PERIOD:</b>	120 business working days from closing date.  Bidders are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder (s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
<b>SUBMISSION OF BIDS</b>	Sealed bids clearly stating the name of this bid and number shall reach the offices of the <b>SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM</b> , located at Libertas Office Park, Cnr Libertas and Highway Streets, Equestria, Pretoria, 0184, before 11:00 on 17 May 2022  Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals.  The tender box will only be available for the depositing of proposals between 08:00 and 16:30 Mondays to Fridays excluding public holidays.

	<p>Please note that this RFP closes punctually at 11:00 on 17 May 2022. No late submissions will be considered under any circumstances.</p> <p>The SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEMS shall not disclose any details pertaining to the responses received, to any other participant(s), as this is regarded as confidential information.</p> <p>Envelopes shall not contain documents relating to any RFP other than the one referred to in this RFP.</p> <p>The responses to the RFP will be opened immediately after 11:00am on 17 May 2022.</p>
<b>CONTACT PERSON:</b>	Zanele Ngwenya
<b>TELEPHONE:</b>	(012) 740 8535
<b>E-MAIL:</b>	<a href="mailto:zanelen@sanas.co.za">zanelen@sanas.co.za</a>

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**BIDDING STRUCTURE**

Indicate the type of Bidding/Bidding Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	
Other	

If Individual:	
Name of Bidder	
CSD MAAA number	
Tax reference number and PIN	
ID number	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
CSD MAAA number	
Tax reference number and PIN	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

<b>HAS A TAX COMPLIANT STATUS REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS</b>	
<b>YES</b>	<b>NO</b>

<b>PLEASE INDICATE THE TYPE OF COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER</b>	
Indicate the Type of Company	

**SIGNATURE OF BIDDER:**

..... DATE: .....

.....  
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....  
INITIALS AND SURNAME

## NOTICE TO BIDDERS

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and Procedures of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM.

On the last page of this document the bidder needs to **declare and indicate** that they have read and understood the document in full.

Faxed or emailed bids **will not** be accepted. Only hand delivered and couriered proposals will be accepted. **One (1) hard copy (containing 2 envelopes / folders containing the original Technical proposal and Financial proposal) and one (1) USB stick containing all original documents (both technical and financial proposal) must be submitted and will be accepted once delivered to the SANAS premises before the closing date / time.**

**Failure to submit the documents in the format listed above will result in immediate disqualification of the bid submitted.**

## TERMS OF REFERENCE

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**BID DESCRIPTION: APPOINTMENT OF A SUITABLE PROFESSIONAL BIDDER FOR THE PROVISION OF SECURITY GUARD AND PROTECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**BID NUMBER: SANAS/SECURITY/2022-23/01**

#### **1. PURPOSE**

The purpose of this document is to invite suitably interested qualified bidders to submit their tenders to provide Security Guard and Protection Services to the South African National Accreditation System (**SANAS**) offices, staff and assets.

#### **2. BACKGROUND**

The Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice, Act No. 19 of 2006, recognises SANAS as the only National Accreditation Body for the Republic of South Africa for conformity assessment, calibration, monitoring of Good Laboratory Practice, and to provide for matters connected therewith.

SANAS is a Section 3A Public Entity for purposes of the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999).

The Bidder selected by SANAS must have significant expertise in the areas necessary to meet the needs and requirements set forth in this Terms of Reference, including, without limitation, the ability to provide innovative solutions and introduce SANAS to new opportunities.

Through this tender process, SANAS desires to enhance service efficiency and minimize costs and risk, while at the same time providing the bidder with the incentive to successfully perform based on the operational parameters set in this tender document.

#### **3. OBJECTIVES**

The main objectives of the Security Guard and Protection Service is to protect SANAS premises, its employees and assets, and to:

- Make recommendations concerning aspects of the business within their sphere of its expertise and help SANAS stay up-to-date regarding changes in Security Guard Services;
  - Provide technical expertise considering SANAS' unique needs;
  - Provide business expertise that will bring additional value-added services to SANAS;
  - Gain knowledge of SANAS' operations so that operational and cost saving opportunities can be explored to the mutual benefit of both companies and demonstrate the following:
    - Process Efficiencies: Delivery of Security Guard Services in the most efficient manner to meet SANAS' needs and requirements;
    - Cost Reduction: Best Practices and efficiencies to maintain the lowest possible cost at the highest possible quality of services;
    - Innovation: Innovation that provides SANAS with an edge to better serve its customers
    - Continuous Improvement: Improvement in quality and consistency for the services through collaboration, innovation, and continuous improvement processes; and
- Conduct overall physical security assessments when required as part of investigation and continuous improvement of physical security controls.

#### 4. SCOPE OF WORK

##### 4.1 Services

The South African National Accreditation System (SANAS) requires appropriately qualified, competent, experienced and professionally registered security bidders to undertake the status analyses of the SANAS Office at Libertas Office Park: Corner Libertas and the Highway street, Equestria, Pretoria, and provide proposals on:

- Protection of facilities, employees and assets in and around the building
- Controlling of access at all entrances of the building
- Pro-active patrolling to cover the entire area of the building including basements and sidewalks
- Providing armed response to the security personnel on duty and on-premises; and
- Any other security related services.

##### 4.2 Location

Name of the building	Description
SANAS Offices, Libertas Office Park: Corner Libertas and the Highway street, Equestria,	<ul style="list-style-type: none"> <li>• Located in the Libertas Office Park</li> <li>• Ground and 1st Floor, the basement and surrounding parking and sidewalks</li> <li>• 100% occupation</li> </ul>

	<ul style="list-style-type: none"> <li>The building has 2 x main entrance (pedestrian) and basement entry (vehicle entrance)</li> </ul>
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#### 4.3 Duration

The services shall be executed 24 hours a day and 7 days a week including Sundays and holidays on a contract basis for three (3) Years.

The commencement of this service shall be on **15 June 2022** and a 1 month/30 day termination notice will be given to the bidder prior to SANAS ending the contract.

#### 4.4 Facility Description

Below are the site facilities that shall, where reasonably possible, be provided to the security bidder during the execution of the services. Site facilities which SANAS is not able to provide and which are required for the execution of the work in terms of the contract shall be provided by the bidder.

##### Summary of facility Description

Facility Description	Availability			Bill Account		
	Yes	No	Qty	Unit	SP	Con
Portable Water	Yes					
Electric Power	Yes					
Telephones (only business purposes)	No				Yes	
CCTV and Alarm System	Yes					
Building Access Control System	Yes					
Workstation (Desktop Computer)	Yes					
2-way Radios/Base Radios		No			Yes	
Radio frequencies		No			Yes	
Flash Lights		No			Yes	
Offices (Front Desk)	Yes					
Limited Furniture	Yes					
Personnel Transport (Surge-ways, vehicles)		No			Yes	
Messing - Security Personnel	Yes					
Change House - Security Personnel	Yes					
Toilets – Security Personnel	Yes					
Fridge, Microwave and Kettle (Kitchenette)	Yes					

## 5. GENERAL REQUIREMENTS

- For the purpose of this tender or bid, “**shall**” would mean that the items **must** be provided and therefore would be compulsory.
- All quotations/price proposals shall be valid for the duration of the service.
- The bidder shall demonstrate their reputation, knowledge, and expertise in line with the terms of reference.
- The bidder shall ensure that its team has relevant expertise and has necessary equipment such as;
  - two-way radios,
  - electronic guard monitoring systems,
  - stationary and any security related working tools,
  - qualified, competent, and well-trained officers and supervision thereof,
  - required to undertake the work on the premises.
- Information on your company, date of operation, licenses, company central office and total number of staff including operational teams must be provided.
- The bidder shall be linked to the armed reaction unit and the cost shall form part of the contract price.

## 6. QUALITY CONTROL

- Work covered shall be performed by a single bidder experienced in security services. Where sub-contracting is entered into, some requirements as stated in the National Treasury Practice Note shall be met.
- By submitting the bid, the bidder certifies to meeting the following requirements:
  - Has completed within the past three (3) years a minimum of three (3) projects of a similar nature and scope to the services for which this proposal is being submitted.
  - Maintains a permanent place of business.
  - Has access to all necessary equipment and has organizational capacity, and technical competence necessary to perform the services properly and expeditiously.
- The bidder shall be able to respond to any incident at the SANAS Premises within fifteen (15) minutes.

## 7. QUALIFICATIONS OF WORKERS

- Bidders shall have employees that are trained, certified and competent security employees and recognized by the Private Security Industry Regulation Act (PSIRA).
- The bidders shall be registered under PSIRA.

## 8. INSURANCE



- Throughout the term of this contract, the bidder shall maintain at its sole expense effective insurance covering its activities, Worker's Compensation Insurance and general liability insurance, Unemployed Insurance Fund, and the bidder shall furnish SANAS with documentation of this insurance coverage.
- The insurance required shall provide adequate protection for the bidder against damage claims that may arise from operations under this Contract, whether such operation shall be insured and against any of the special hazards that may be encountered in the performance of this Contract.

## **9. CODES AND STANDARDS**

### **The successful bidder shall;**

- Be fully responsible for all work and services performed by its Security Officers.
- Ensure that it and its staff are registered as Security Officers, as prescribed by the Private Security Industry Regulation Act, as amended and remain registered for the duration of this contract. SANAS reserves the right to ascertain from PSIRA whether the security personnel in service of the company, are registered with PSIRA.
- Act as an authorised officer in terms of the Criminal Procedure Act, Act 51 of 1977, Section 23 (b) (as amended in the Criminal Procedure Amendment Act, Act 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, Act 59 of 1983) as well as Section 46, 49, 50 and 51.
- Provide and execute everything necessary for the services in accordance with industry standards and norms in terms of the prevailing sectorial determination, and industry acceptable training levels in respect of PSIRA, and any other relevant regulations.
- Comply with the requirements of Occupational Health and Safety Act (OHS Act), Skills Development Act, applicable Labour laws and ensure its employees also comply with the requirements of the act.

## **10. EXPECTED DELIVERIES**

### **The bidder shall:**

- 10.1. Provide an implementable security operational plan as per the site conditions.
- 10.2. The tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals (including both the technical and financial proposal).
- 10.3 Provide a proposal for these services in accordance with industry standards, norms and regulations, and include, but not necessarily limited to the following applications: -

- Provide at minimum (Male/Female), 1x Grade D on a day shift and 2x Grade C on night shift. The services to be performed 24 hrs. /day, 7 days/week including public holidays. SANAS may from time to time ask for extra security personnel or services, this shall be included as part of the price schedule.
- Take into consideration that the guards shall be able to conduct physical security services (access and egress control and patrols).
- Ensure that the number of guards mentioned above are exclusive of the supervisor/manager per shift. Ensure that the supervisor/manager will be available on call and per the required duties of the security bidder. The cost of the supervisor/manager shall be included in the price breakdown of the bidder's submission.
- Protection of facilities, staff and assets of SANAS.
- Provision of guarding services daily on 24 hours a day, 7 days a week including public holidays.
- Patrolling of the property to ensure proper random coverage of the entire building including basement and sidewalks.
- To record incidents in an occurrence book (OB) and inform SANAS or its Representative as well as the Supervisor/bidder of such events.
- In the event of a problem/crisis occurring at the site, when notified, shall deploy his/her reaction unit to assist at own cost.

#### 10.4 Controlling of access at the entrances of the building and egress of persons.

- Control and record all visitors.
- Control and prevent any unauthorised access of people from entering the building premises and to safeguard the facility.
- Operating of all access gates and doors to allow access or exits to or from the building.

#### 10.5 Pro-active patrolling patterns to cover entire area of the building including sidewalks;

- Patrol the building at least every 30 (thirty) minutes to check for any defects on any area of the building and record and take reasonable action where necessary and to report accordingly.
- Take notice of any irregularities in the building, or which may occur, and act accordingly and within the prescribed laws.
- The deployment of roaming patrols of/in the premises for the purposes as contemplated and the detection of intrusion and general observation on the premises. A unit to react to emergencies, supported by members of roaming patrol is required. Instructions are to be issued from the premises/ control room and members of the unit are to respond in terms of the required Act(s).

#### 10.6 Other security related services;

- Preparation and submission of detailed site and incident reports to SANAS on an ad-hoc basis when required and a detailed monthly report or as directed by SANAS.
- Preparation and submission of invoices for verification and approval by SANAS.
- Attend monthly or ad-hoc meetings when required to do so by SANAS.
- The compliance with all laws, by-laws, rules and regulations applicable to the services to be executed by the services provider.
- Ensuring response times/submission times in respect of services and/or invoices will always be in accordance with the requirements of SANAS.

### 11. EVALUATION MATRIX

Below is the evaluation matrix which forms part of Methodology and Approach, as per functional criteria no 1.

NO.	Scope of Work Point Description	Comply with specifications		
		Yes	No	Comment
<b>1.</b>	<b>The bidder to provide the following: -</b>			
1.1	Day Shift: Mon-Fri 06:00-18:00 <ul style="list-style-type: none"> <li>• 1x Competent security officer (Grade D)</li> </ul> Day Shift: Sat-Sun 06:00-18:00 <ul style="list-style-type: none"> <li>• 1xCompetent security officer (Grade D)</li> </ul> Night Shift: Mon-Fri 18:00-06:00 <ul style="list-style-type: none"> <li>• 2xCompetent security officer (Grade C)</li> </ul> Night Shift: Sat-Sun 18:00-06:00 <ul style="list-style-type: none"> <li>• 2xCompetent security officer (Grade C)</li> <li>• Operate CCTV System (Computer literate – basic training will be provided)</li> </ul> Mon-Fri Reception/Security Desk, 06:00-18:00 <ul style="list-style-type: none"> <li>• To serve service desk at reception in uniform</li> </ul>			
1.2	Employ only security officers who are trained to level C&D and above			
1.3	Provide valid certificate of trained security officers as specified in this scope of work			
1.4	Must have a control room within 15 kms and can respond to any incident within 15 minutes			
1.5	Must be able to connect SANAS office to a reliable Radio frequency			
1.6	Equipment to be used on-site: <ul style="list-style-type: none"> <li>• 2xBase Radio</li> <li>• 2xHandheld Patrol system</li> <li>• Handcuffs</li> <li>• Flashlights</li> </ul>			

1.7	Report to SANAS Representative on daily occurrence book incidents			
1.8	Operations Manager and Supervisor to meet SANAS representative at least Monthly or as required			
1.9	Linked to an Armed Response Unit			
<b>2.</b>	<b>Access / (Egress) Control</b>			
2.1	Visitors			
2.2	Deliveries			
2.3	NO persons under influence of alcohol/drugs			
2.4	Firearms NOT Allowed			
2.5	Escorting of Visitors & Contractors			
<b>3.</b>	<b>Protection of Assets</b>			
3.1	Theft and unauthorised removal			
3.2	Assist in investigation of incidents relating to security, theft, etc			
3.3	Report water leaks, fire, broken windows, and doors, (Basic training will be provided)			
<b>4.</b>	<b>Regular Patrols</b>			
4.1	Perimeter and fence			
4.2	Inside building & open areas			
4.3	Walk clock patrols- daily, nightly & weekends, proof of this to be reported monthly			
4.4	Locking doors & gates at night and opening in the morning			
4.5	Switching OFF all aircons in unoccupied rooms or areas			
<b>5.</b>	<b>Communications</b>			
5.1	Emergencies – to SANAS representative & South African Police (if necessary)			
5.2	Daily Reports – excerpts from Occurrence book (OB) that need attention of SANAS Rep.			
5.3	Security officer to accept reasonable instruction from SANAS Rep.			
5.4	Continuous communications to the bidder control room through radio & checking if security officer on-site is available			

## 12. CONTRACT REQUIREMENTS

Below are **compulsory requirements** for this service and bidders shall be obliged to comply and adhere to the following additional information. Failure to comply or adhere will result into a breach of the Service Level Agreement or contract of the bidder.

- In order for the bidder to properly perform and complete its work, they shall be familiar with the premises and how the existing conditions will affect his work during services.
- The bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual service site.

- Neglect of above requirements will not be accepted as reason for delay in the services or additional compensation. It is important to note that the successful bidder will work under the supervision of a SANAS representative, abide by SANAS's Code of Conduct, and other organizational guidelines.

### 13. DURATION OF THE CONTRACT

The duration of the contract is anticipated to run for a period of three (3) years commencing on the date of signing of the appointment letter. The bidder will be expected to sign a Service Level Agreement (SLA).

### 14. PROPOSAL REQUIREMENTS (SUBMISSION OF PROPOSAL)

Bidders shall submit their responses in accordance with the response format specified:

- The technical proposal shall be submitted in the prescribed format. Standard bidding documents and terms of reference should be filled in **ink (not re-typed)**.
- Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals and same information (including both the technical and financial proposal).
- Bidders are required to use the two-envelope system, whereby the technical proposal and the pricing will be placed in two separate envelopes, labelled Technical and Financial proposal.
- Bidders to ensure that the company name appears on the **pricing schedule i.e. (SBD 3.3)**.
- Bidders to include supplier number (MAAA number) and unique code from National Treasury as proof that the supplier is registered on CSD).
- All quotations/price proposals shall be valid for the duration of the tender process.
- Cover Page: (the cover page shall clearly indicate the bid reference number, description and the bidder's name).
- The bidder shall demonstrate their reputation, knowledge and expertise in line with the terms of reference.
- The name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered into following this RFP process.
- The Bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the submission of proposals during which time it will maintain without change the personnel proposed for the services together with their proposed rates.
- A Joint Venture agreement signed by all parties in case of a Joint Venture / Consortium submission (if applicable),
- Valid tax compliance status report with tax PIN.
- Fully completed and duly **signed** Standard Bidding Documents (SBD) Form documents supplied with these Terms of Reference.

- n) All Prices shall include VAT.

## 15. NOTES TO BIDDERS

- a) SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- b) SANAS will establish a Bid Evaluation Committee to review all the responses received.
- c) Bid Evaluation Committee will carry out the evaluation of bidders. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- d) The Bidder acknowledges that the responsibility for a working solution lies solely with them, not with SANAS, and that any additional costs over and above the RFP amount required to arrive at a working solution (i.e. a non-compliant or incomplete solution was offered) will be for the account of the bidder.
- e) Bid documents should be presented to SANAS marked "Provision of Security Guard and Protection Services for a period of three (3) years.
- f) The Bidder shall ensure that the full company name appears on the SBD 3.3.
- g) The Bidder commits to implement and follow all contract conditions and specifications as agreed to in the contract. This includes all technical and solution requirements listed in the bid document, including up-to-date technical specifications.
- h) Bidders should disclose subcontractors partaking in this contract and submit evidence of the relevant expertise. The subcontractors partaking in the actual implementation shall be the same as in the tender proposal.
- i) Bidders should identify any work they are currently carrying out or completing which could cause a conflict of interest and indicate how such conflict could be avoided.
- j) A CSD report or supplier number (MAAA number) from National Treasury must be submitted as proof that the supplier is registered on CSD.

## 16. REASONS FOR DISQUALIFICATION

- 16.1 SANAS will disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
- 16.1.1 bidders who submit **incomplete** information and documentation according to the requirements of this RFP document;
  - 16.1.2 bidders who submit information that is **fraudulent, factually untrue or inaccurate information**;
  - 16.1.3 bidders who receive information not available to other potential bidders through fraudulent means.

## 17. EVALUATION PROCESS OF BIDS RECEIVED-THE EVALUATION OF PROPOSALS WILL BE DONE IN FOUR (04) STAGES.

- 17.1 **Stage 1: Submission of all administrative compliance documentation – The evaluation of the administrative compliance requirements is indicated below.**

- a) All proposals received will be examined to determine compliance with RFP requirements and conditions (completion and attachment of compulsory documents). The Tenderer should be able to provide all the relevant information required in the bid document which will include but not limited to the information in the tables below.

**A. Tenderers who do not adhere to those criteria listed as a PRE-QUALIFIER, will be disqualified immediately.**

No.	Responsiveness Criteria	Prequalifying Criteria	Compliance with required documents
1.	Adherence in submitting the Tender in two folders, namely: Folder 1 -Technical proposal Folder 2 - Pricing or Financial Proposal	Pre-Qualifier	
2.	Company Registration Documentation/ copies of bidder's CIPC company registration documents listing all members with percentages.	Pre-Qualifier	
3.	Completed and signed SBD 3.3 Pricing Schedule including proposed total cost of the project.	Pre-Qualifier	
4.	Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> Submission of a Copy of the CSD report OR MAAA Number as proof of CSD Registration.	Pre-Qualifier	

**B. Tenderers who do not adhere to the indicated response time for clarifications requested by SANAS will be deemed to be non-responsive and their submissions will not be evaluated further.**

No.	Name of Administrative Required Document	Clarification Time (If required)	Applicable to this Tender (Y/N)
1.	Fully <b>completed</b> and duly <b>signed</b> SBD forms and Standard conditions of tender as required, shall be submitted as follows: <ul style="list-style-type: none"> <li>• SBD 1 Invitation to Bid</li> <li>• SBD 4 Declaration of Interest.</li> <li>• SBD 6.1 Preference Points Claim Form.</li> <li>• SBD 7.2 Contract Form (to be completed in duplicate).</li> <li>• General Condition of Contracts (<b>all pages initialled</b>).</li> <li>• Terms of references (<b>all pages initialled</b>)</li> </ul>	48 working hours	Y

2.	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification:  N.B - Bidder shall be fully registered and tax compliant in order to do business with SANAS.	7 Working days	Y
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## 17.2 Stage 2: Mandatory evaluation

**Bidders shall submit the following mandatory documents:**

### Stage 2: Compulsory Documentation

No.	Name of Compulsory Documents	Compliance with Compulsory Documents	
		Yes	No
1.	PSIRA registered body – Certificate must be valid		
2.	COIDA Letter of Good Standing (Workman's Compensation)		
3.	Public Liability Insurance – minimum 5 million cover		
4.	Salaries according to the Labour Legislation (PSIRA Act.) – the bidder <b>SHALL</b> indicate whether they are compliant.		

***Failure to submit the above document will lead to immediate disqualification.***

## 17.3 Stage 3: Evaluation of Proposal: Functionality Requirements

a) The evaluation of the functional requirements are as follows:

- ❖ Bidders shall attain a minimum of **75** points out of 100 points or more to proceed to the next stage which is Price evaluation.
- ❖ Only Bidders that have complied to the mandatory requirements on (Stage 2) will be evaluated on functionality.
- ❖ The Bidder's information will be scored according to the functionality criteria.

## 17.4 Functionality Criteria (Stage 03)

**Suitable bidder shall demonstrate capacity and capability to execute this project by complying with the functionality criteria Table below:**

**Evaluation Criteria for Functionality is as Follows:**



**Table 1: STAGE 3 - Functionality Criteria**

<b>Aspect</b>	<b>Functionality Criteria</b>	<b>Max. Points</b>	<b>Means of Verification</b>
Methodology and Approach	<p>The bidder shall demonstrate in project execution plan or operational plan how the Scope of Work will be rendered. You will be evaluated as follows:</p> <ul style="list-style-type: none"> <li>No operational / project plan = <b>0 Points</b></li> <li>Operational / Project plan that has all <b>5</b> aspects to be executed = <b>40 Points</b></li> </ul>	<b>40</b>	Project Execution Plan <b>OR</b> Operational Plan to demonstrate the execution of the <b>5 Points</b> specified in the Scope of Work Matrix
Capability & Experience	<p>Experience in provision of security services:</p> <ul style="list-style-type: none"> <li>No experience=<b>0 Points</b></li> <li>1-3 years of experience = <b>10 points</b></li> <li>More than 3 years' experience = <b>20 points</b></li> </ul>	<b>20</b>	Company Profile and Company Registration documents
	<p>List of contactable references &amp; Reference Letters on company letterheads of similar successfully undertaken service:</p> <ul style="list-style-type: none"> <li>No list and No reference letters = <b>0 points</b></li> <li>List of 3 contactable references and 3 reference letters = <b>10 Points</b></li> </ul>	<b>10</b>	Reference Letters
	<p>Indication of company total Staff Count, Vehicles (resources) and equipment:</p> <ul style="list-style-type: none"> <li>No schedule of resources &amp; equipment = 0 points</li> <li>Schedule of resources &amp; equipment = <b>30 Points</b></li> </ul>	<b>30</b>	Staff Count, Patrol Vehicles, and equipment as part of the Company Profile
<b>Total</b>		<b>100</b>	<b>Result of Evaluation:</b>
<b>Threshold</b>		<b>75</b>	
<b>Points Awarded</b>			

#### **17.5 Stage 4: Evaluation of Price**

Only bidders who score 75 points in **Stage 03** above will be considered for the price evaluation.

#### **17.6 SUBCONTRACTING**

- (a) A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of SANAS.

#### **17.7 JOINT VENTURES, CONSORTIUMS AND TRUSTS**

- (a) Bidders shall submit concrete proof of the existence of joint ventures and/or consortium arrangements. SANAS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- (b) The joint venture and/or consortium agreements shall clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement shall also clearly identify the Lead Partner, with the power of attorney/resolution letter to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

#### **17.8 LEGAL IMPLICATIONS**

- (a) It is a requirement that the successful bidder will enter into a service level agreement (SLA) with SANAS.

#### **17.9 COMMUNICATION**

- (a) The communication between SANAS and bidders is permitted prior to the closing date of the tender, such communication including queries and responses will be uploaded daily on the SANAS website in the procurement section, if required.

#### **17.10 LATE BIDS**

- (a) Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted and where applicable, be returned unopened to the bidder.

#### **17.11 PAYMENT TERMS**

SANAS undertakes to pay valid invoices in full within 30 (thirty) days from receipt of invoices for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the supplier. No upfront payment to a successful bidder will be made. Payment will only be made in accordance to the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.

#### 17.12 DURATION

The bidder will be appointed for a period of three (3) Years subject to annual reviews.

#### 17.13 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder **MUST** be in order, or that suitable arrangements must have been made with SARS. **Bids received with a non-compliant status will be disqualified when they fail to update the Tax Status within 7 days.** Bidders are required to supply a valid Tax Compliance Status (TCS) PIN for verification purposes.

#### 17.14 QUALITY ASSURANCE REVIEWS OF WORK

The successful bidder shall ensure that all work conforms to a signed Service Level Agreement.

#### 17.15 AUTHORISED DELEGATE(S)

Nothing as stipulated in these terms of reference may be amended without the written confirmation of SANAS.

#### 17.16 FRONTING

- (a) SANAS supports the spirit of broad based black economic empowerment (B-BBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is therefore against this background SANAS condemns any form of fronting.
- (b) Should you be suspected to be fronting, you will be disqualified. SANAS will consult specialist for assistance in this regard.

#### 17.17 RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

Bidders shall submit their responses in accordance with the response format specified:

- a) The proposal shall be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in **ink (not re-typed)**.
- b) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals (including both the technical and financial proposal).
- c) Bidders are required to use the two-envelope system, whereby the Technical proposal and the Financial proposal (**financial proposal includes the contract price**) be placed in two separate envelopes.

- d) Cover Page: (the cover page shall clearly indicate the bid reference number, description and the bidder's name)
- e) **BID DOCUMENTS CHECKLIST AND DECLARATION:** The contents of the bid/tender document shall be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. The original proposal and a USB containing an electronic copy **SHALL** contain the same tender documents including pricing.

Bidders hereby indemnify that the submission in the hard copy and USB includes all the documents listed below and are request to complete the checklist below to verify your submission of the relevant documents:

<b>TECHNICAL PROPOSAL – ENVELOPE 1</b>			
Original proposal and electronic copy on a USB.			
<b>SCHEDULES</b>	<b>DESCRIPTION</b>		
<b>Schedule 1</b>	Bidding Documents as follows:	Submitted Indicate with an X	Not Submitted Indicate with an X
	❖ General Condition of Contracts ( <b>all pages initialed</b> ).		
	❖ Original or Certified Copies of Company registration documents.		
	❖ <b>Certified</b> ID Copies of Company Directors/ Partners / Trustees (whichever is applicable).		
	❖ Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> )		
	❖ Copy of CSD report OR MAAA Number as proof of CSD Registration.		
	❖ Tax compliant status report (with PIN)		
<b>Schedule 2</b>	Fully <b>completed</b> and duly <b>signed</b> SBD forms	Submitted Indicate with an X	Not Submitted Indicate with an X
	❖ SBD 1 Invitation to Bid		
	❖ SBD 4 Declaration of Interest.		

❖ SBD 7.2 Contract Form ( <b>to be completed in duplicate</b> ).		
<b>Schedule 3</b> Technical Proposal/methodology (including all relevant information per evaluation matrix and scope of services, including but not limited to:	Submitted Indicate with an X	Not Submitted Indicate with an X
❖ Bidders Company Profile.		
❖ Technical responses, supporting documents for technical evaluation.		
❖ The bidder shall specify the delivery timeframe on the bid document.		
❖ Terms of references ( <b>all pages initialed</b> )		
<b>(FINANCIAL PROPOSAL) – ENVELOPE 2</b>		
<b>Original proposal and a disk containing an electronic copy on a USB.</b>		
<b>Schedule 7</b> Financial proposal	Submitted Indicate with an X	Not Submitted Indicate with an X
❖ SBD 3.3 Pricing Schedule including proposed total cost of the project.		
❖ Quotation		

## 18. DISCLAIMER

SANAS reserves the right not to appoint a bidder. SANAS reserves the right to:

- Award the contract or any part thereof to one or more bidders.
- Reject all bids.
- Decline to consider any bids that do not conform to any aspect of the bidding process.
- Request further information from any bidder after the closing date, for clarity purposes.
- Cancel this bid or any part thereof at any time.

## 19. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this Request for Proposal (RFP) should be channeled in writing to:

**Name:** Zanele Ngwenya

**Telephone Number:** Office: 012 740 8535

**Email address:** ZaneleN@sanas.co.za

I, the undersigned (full name)

.....  
Certify that, over and above the table above, the information provided is true and correct and that I understood the above document in full.

-----  
**SIGNATURE**

-----  
**Date**

Name of Bidder.....

SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>SANAS/SECURITY/2022-23/01</b>	CLOSING DATE:	17 MAY 2022	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	APPOINTMENT OF A SUITABLE PROFESSIONAL BIDDER FOR THE PROVISION OF SECURITY GUARD AND PROTECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>LIBERTAS OFFICE PARK</b>					
<b>305 Highway Street, Cnr Libertas and Highway Streets</b>					
<b>Equestria</b>					
<b>0184</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	<input type="checkbox"/>	NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>3 SIGNATURE OF BIDDER</b>	.....	<b>4 DATE</b>	
<b>5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>6 TOTAL NUMBER OF ITEMS OFFERED</b>		<b>7 TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	PROCUREMENT	CONTACT PERSON	ZANELE NGWENYA
CONTACT PERSON	ZANELE NGWENYA	TELEPHONE NUMBER	012 740 8535
TELEPHONE NUMBER	012 740 8535	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	zanelen@sanas.co.za



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p><b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b></p> <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Company:** SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM  
**Contact Person:** Zanele Ngwenya  
**Tel:** (012) 740 8535  
**E-mail address:** [zanelen@sanas.co.za](mailto:zanelen@sanas.co.za)

**ANNEXURE A: PRICING SCHEDULE**

Description	Day/Night Shift Weeks	Unit Price	Total Charge Per Month	Year 1	Year 2 Inclusive of escalations	Year 3 Inclusive of escalations
1 x Grade D Security Officer						
2 x Grade C Security Officer						
Two-way Radio						
Stationary						
Electronic Monitoring System (i.e., Active Patrol)						
Totals:						
<b>SUBTOTAL FOR A PERIOD OF THREE YEARS</b>						
<b>VAT</b>						
<b>TOTAL VAT INCLUSIVE FOR A PERIOD OF THREE YEARS</b>						

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

**PLEASE ALSO COMPLETE ANNEXURE A: ALL BIDDERS ARE REQUIRED TO COMPLETE THE SBD 3.3, PLEASE WRITE N/A WHERE NECESSARY.**

***N.B: Bidders will be disqualified for not completing or submitting the SBD 3.3 with pricing.***

Any enquiries regarding bidding procedures may be directed to the –  
 SANAS, Libertas Office Park,  
 305 Highway Street (Cnr Libertas and Highway Streets),  
 Equestria, 0184  
**Tel:** 012 740 8535  
**Email:** [zanelen@sanas.co.za](mailto:zanelen@sanas.co.za)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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**

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

---

<sup>2</sup> 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.

possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

### CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE: .....



**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## **General Conditions of Contract**

### **1. Definitions**

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

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information ; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 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. Incident al services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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



supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

**25. Force  
Majeure**

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

**26. Termination  
for  
insolvency**

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

**27. Settlement  
of Disputes**

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

**28. Limitation  
of liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

**34 Prohibition of Restrictive practices**

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.

- 34.1 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.
- 3.4.3 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.