



social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/001/2023: RENDERING OF SECURITY SERVICES AT THE NORTHERN CAPE SUBSTANCE ABUSE TREATMENT CENTRE, KIMBERLEY, FOR A PERIOD OF 36 MONTHS.

Document Name	Bidder to Tick (√) [where applicable]	For Office Use (SCM)
Part A: Administrative Compliance Requirements		
Standard Bidding Document (NCP 1): Invitation to Bid		
NCP 2 Tax Clearance Requirements		
IMPORTANT NOTES: 1; 2, 3 & 4: Bidder took note and understood requirements		
IMPORTANT NOTE 5: Physical verification form (to be fully completed)		
SPECIAL CONDITIONS OF CONTRACT: Rendering of security services		
NCP 3 Pricing Schedule to be signed and witnessed by both witness		
NCP 4 Bidder's Disclosure (declare interest in other companies at 2.3)		
NCP 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2022 to be signed		
Part B: Mandatory Documents Required (Evaluation Criteria)		
Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office (CIPC), previously known as CIPRO. The original date of certification of the copy may not be older than three (3) months on date of closure of bid. CIPC certificate is not relevant in the case where a bidder is a sole proprietor		
Bidders are required to submit the printed , valid tax compliance status PIN certificate in order for the Department to view supplier's tax profile.		
Originally certified copy of shareholders/ members Identity Documents . The original certification date may not be older than three (3) months on date of closure of bid.		
Bidders are required to submit their Central Supplier Database (CSD) full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details on CSD. <u>The date of the report must be the latest i.e. at least 5 days before bid closure.</u>		

Document Name	Bidder to Tick (v) [where applicable]	For Office Use (SCM)
Part C: Evaluation Criteria for Functionality		
Experience and Expertise Previous experience and expertise in providing security guarding services. A formal letter, signed by authorised person with contacted details from a referee must be submitted as proof from the previous work. Also indicating the value of the contract as well as the contract period.		
Registration of shareholder's PSIRA certificate and company PSIRA certificate A certified copy of registration of both the company as well as shareholder's with PSIRA must be submitted at the date and time of bid closure. The original certification date may not be older than three (3) months at date of closure of bid.		
Company office/functional structure (Security Management to conduct site inspections prior to Evaluation Committee) Preferred bidder(s) must have a company office/functional structure equipped with security tool of trades as follows: <ul style="list-style-type: none"> • Branded supervision vehicle; • Occurrence Book (OB); • Pocket Book; • PSIRA identification card as name tag • Full operational Two-way radio linked to their headquarters; • Handcuffs and keys; • Batons; • Torches; • Pepper Spray; • Uniform. 		
Submission of Financial Statements (for the past two (2) years) Submission of audited financial statement of two (2) consecutive years i.e. 2020/2021 and 2021/2022 on date of closure of bid.		
The preferred Bidders must submit the following: <ul style="list-style-type: none"> • Latest PSIRA inspection report (which is not older than 3 months); • Proof of UIF registration. 		
The bidder(s) must submit COIDA – Letter of Good Standing and/or Proof of Registration . original certification date may not be older than three (3) months at date of closure of bid		
The bidder(s) must submit National Bargaining Council Confirmation as registration for up levies (Compliance Letter) and/or proof of payment to NBCC . The original certification date may not be older than three (3) months at date of closure of bid		
The bidder(s) must submit PSIRA Good Standing Certificate Validation . The original certification date may not be older than three (3) months at date of closure of bid		
The bidder(s) must submit UIF Certificate Compliance and/ letter of good standing . The original certification date may not be older than three (3) months at date of closure of bid		
The bidder(s) must provide Provident Fund Registration . The original certification date may not be older than three (3) months at date of closure of bid		

I, the undersigned (Bidder's full names & surname in print)

Confirm that all documents have been submitted on the day of bid closure

Signed at _____ on this _____ (day) of _____ (month) 2023

Office Use: SCM official / Bid Committee Member

I, the undersigned (full names & surname in print)

Date: _____

That all documents have been submitted on the day and time of bid closure



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE RENDERING OF SECURITY SERVICES AT THE NORTHERN CAPE SUBSTANCE ABUSE TREATMENT CENTRE IN KIMBERLEY, FOR A PERIOD OF 36 MONTHS

BID NUMBER: **NC/SOC/001/2023**CLOSING DATE: **2023-04-03**CLOSING TIME: **11:00**VALIDITY PERIOD **120 DAYS**

The PREFERRED bidder(s) will be required to enter into a service level agreement with the Department

BID DOCUMENTS MAY BE POSTED TO: **Private Bag X 5042, Kimberley, 8300****OR**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): **Latlhi Mabilo Complex, Block C, 257 Barkly Road, Homestead, Kimberley.****Bidders should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open 24 hours a day, 7 days a week.

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

NO FAXED OR E-MAIL BID DOCUMENTS WILL BE ACCEPTED.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

E-MAIL ADDRESS

CSD SUPPLIER NUMBER

VAT REGISTRATION NUMBER

HAS A VALID TAX COMPLIANCE STATUS PIN [Tender – **NOT** Good Standing] BEEN SUBMITTED? (NCP 2) ☐ YES or ☐ NO

This bid will be evaluated using the 80/20 point system as required by the Preferential Procurement Regulations of 2022. Please refer to NCP 6.1 for the allocation of points for specific goal.

ARE YOU THE ACCREDITED REPRESENTATIVE **IN** SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? ☐ YES or ☐ NO

IF YES, ENCLOSE PROOF – AN ORIGINALLY CERTIFIED COPY IS REQUIRED:



INVITATION TO BID

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE: R

ENQUIRIES MAY BE DIRECTED TO:

Department: Social Development, Northern Cape Provincial Government

Contact Persons for bid documents: Ms Bonolo Seretsi / Nomsa Motube

Tel: 053 874 9203 / 9299

Fax: 053 871 2441

E-mail address: InternSCM1@ncpg.gov.za / InternSCM2@ncpg.gov.za

Contact person for technical specification: Mr. Wandi Nodoba

Tel: 053 – 874 9186 / 9277

E-mail address: wnodoba@ncpg.gov.za

PLEASE NOTE:

Corrections by correctional fluid are not allowed in a bid document. If correctional fluid is used it must be initialled to the correction. Failure to do so may result in such a bid being regarded as non- responsive.

If the correctional fluid is used to correct signatures, prices and descriptions it **shall** lead to a bid being regarded as non-responsive.



TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the preferred bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet his / her tax obligations (written evidence of arrangements must be submitted with bid documents at closing date and time).
2. From 18 April 2016, the South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain a TCS Pin which can be used by authorised third parties to verify your compliance status online via SARS eFiling. In view of the above, a valid, printed tax compliance status Pin certificate **must** be submitted at closing date and time (bid document NCP 2 refers).
3. Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile. **This Certificate together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.**
4. Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the supplier's tax status on CSD. **The date of the report must be the latest i.e. at least 5 days before bid closure.**
5. **The Department will reject any bid from a supplier who fails to provide written proof from SARS that the supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.**
6. In instances where Consortia / Joint Ventures / Sub-Contractors are involved, **each party** must submit a separate, printed valid Tax Compliance Status Pin Certificate as well as CSD full reports.



IMPORTANT NOTICE

NOTE 1



PLEASE NOTE THAT THIS BID CLOSING AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,
LATLHI MABILO COMPLEX, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.


TAKE NOTE:

BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK
DELIVERY TO

REGISTRY, BLOCK F:
DEPARTMENT OF SOCIAL DEVELOPMENT,
257 BARKLY ROAD,
HOMESTEAD,
LATLHI MABILO COMPLEX
KIMBERLEY
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,
DEPARTMENT OF SOCIAL DEVELOPMENT
 053 874 9100/9145/9200/9195/9194
STATING THE TRACKING NUMBER OF THE
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE
DELIVERED.

**BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE
REGARDED AND TREATED
AS LATE BIDS.**



IMPORTANT NOTICE

NOTE 2



PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: BIDDER'S DISCLOSURE

**❖ SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE,
or SUB-CONTRACTING
EACH ENTITY MUST DECLARE ITS INTERESTS ON A SEPARATE NCP 4
*OTHERWISE THE BID SHALL BE INVALID.***

**❖ ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS –
ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON CLOSING
DATE.**

**❖ AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES
INVOLVED IN A CONSORTIUM or JOINT VENTURE
THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,
MUST ALSO BE ATTACHED TO BID DOCUMENTS.**

**❖ SEPARATE VALID TAX COMPLIANCE STATUS PIN CERTIFICATE OF PARTIES
INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING MUST BE
ATTACHED TO BID DOCUMENTS.**

❖ SEPARATE CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT

**❖ A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT
A SEPARATE NCP 6.1 POINTS CLAIM FORM FOR EVERY SEPARATE BID.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.



IMPORTANT NOTICE

NOTE 3



PLEASE NOTE THAT:

- 1. ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**

- 2. COPIES OF ANY DOCUMENTS e.g. IDENTITY or REGISTRATION WITH A
PROFESSIONAL- or REGULATORY BODY MUST BE ORIGINALLY
CERTIFIED. CERTIFICATION DATE MAY NOT BE OLDER THAN THREE (3)
MONTHS ON DATE THAT BID CLOSES.**

- 3. CORRECTION FLUID MAY NOT BE USED ON BID DOCUMENTS.
CORRECT ERRORS BY DELETING IT NEATLY, RE-WRITE CORRECT INFORMATION
&
INITIAL NEXT TO CORRECTION.**

- 4. BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED
BY TWO (2) WITNESSES.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.



IMPORTANT NOTICE

NOTE 4



The bid will be evaluated in two (2) phases.

1st Phase: Bidders' proposals will be scored for functionality as a criterion. Only bidders scoring 75% or more in respect of criteria for functionality will be considered to the next phase

2nd Phase: Bidder's scoring the highest points for price and specific goals.



IMPORTANT NOTICE

NOTE 5



It is a condition of bid that the preferred bidder(s) must have a fully functional office / control room that will be inspected prior to awarding the contract. Equipped with a two-way radio linked to their headquarters. It is therefore essential to indicate the street address, the name of a contact person and contact details i.e. telephone number, e-mail address and cellphone number.

Physical address of Office:

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

Name of contact Person & Contact Details

.....

Telephone Number:

E-mail address:

Cellphone Number:



Evaluation Criteria for Functionality: Rendering of security services at the Substance Abuse Treatment Centre, Kimberley

Bid No. NC/SOC/001/2023

Responsive bidders may be required to present their business case to the department at the Provincial Office, Latlhi Mabilo Complex, 257 Barkly Road, Homestead, Kimberley, at own cost.

CRITERIA	TOTAL POINTS
Experience and Expertise Previous experience and expertise in providing security guarding services. A formal letter, signed by authorised person with contacted details from a referee must be submitted as proof from the previous work. Also indicating the value of the contract as well as the contract period.	25
Registration of shareholder's PSIRA certificate and company PSIRA certificate A certified copy of registration of both the company as well as shareholder's with PSIRA must be submitted at the date and time of bid closure. The original certification date may not be older than three (3) months at date of closure of bid.	10
Company office/functional structure (Security Management to conduct site inspections prior to Evaluation Committee) Preferred bidder(s) must have a company office/functional structure equipped with security tool of trades as follows: <ul style="list-style-type: none"> • Branded supervision vehicle; • Occurrence Book (OB); • Pocket Book; • PSIRA identification card as name tag • Full operational Two-way radio linked to their headquarters; • Handcuffs and keys; • Batons; • Torches; • Pepper Spray; • Uniform. 	20
Submission of Financial Statements (for the past two (2) years) Submission of audited financial statement of two (2) consecutive years i.e. 2020/2021 and 2021/2022 on date of closure of bid.	10
The preferred Bidders must submit the following: <ul style="list-style-type: none"> • Latest PSIRA inspection report (which is not older than 3 months); • Proof of UIF registration. 	10
The bidder(s) must submit COIDA – Letter of Good Standing and/or Proof of Registration . The original certification date may not be older than three (3) months at date of closure of bid	5
The bidder(s) must submit National Bargaining Council Confirmation as registration for paid up levies (Compliance Letter) and/or proof of payment to NBCC . The original certification date may not be older than three (3) months at date of closure of bid	5
The bidder(s) must submit PSIRA Good Standing Certificate Validation . The original certification date may not be older than three (3) months at date of closure of bid	5
The bidder(s) must submit UIF Certificate Compliance and/ letter of good standing . The original certification date may not be older than three (3) months at date of closure of bid	5
The bidder(s) must provide Provident Fund Registration . The original certification date may not be older than three (3) months at date of closure of bid	5
Total points	100

If 75% of functionality criteria are not met, a bid will not be considered for further evaluation.



**DEPARTMENT SOCIAL DEVELOPMENT
NORTHERN CAPE PROVINCIAL GOVERNMENT**

**SPECIAL CONDITIONS: RENDERING OF SECURITY SERVICES AT THE SUBSTANCE ABUSE TREATMENT
CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

1. SCOPE

Bids are invited for the rendering of security service to the Northern Cape Provincial Government's Department of Social Development for a period of three (3) years

1.1 Security services are required at:

Substance Abuse Treatment Centre, Kimberley. Particulars of site, the grade and number of security officers are set out in document NCP 3, the price schedule.

2. OBJECTIVE

To provide a safe environment and to protect the officials, people in need of care, buildings and moveable assets of the Northern Cape Province's Department of Social Development against threats, theft, damage, unlawful occupation, trespassing, abscondment and unauthorized presence of illegal substances such as alcohol, unprescribed medicine and any other criminal activities.

3 GUARDING DUTIES

3.1 Purpose

Patrol the entire site as to ensure that no unauthorized person(s), organization(s), or company(ies), threaten, occupy, damage, add or remove material from any office building or premises, occupied by officials of the Northern Cape Department of Social Development.

Guarding functions relate to the seven (7) essential and interdependent elements of a physical security system i.e.:

- Physical Security
- Monitoring Procedure
- Access Control
- Patrol Procedure
- Fire Control and Detection
- Contingency Planning
- Provisioning of security services aligned with treatment centres



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3.2 Training requirements of security officers

- Grade B, C, D & E
- First Aid training (Level 1 and 2)
- Basic firefighting (level 1)
- Surveillance knowledge/background (as added advantage). Security officers must be trained in the operations of the surveillance room, including saving and downloading footage
- Registration with the Private Security Industry Regulatory Authority (PSIRA).
- Security officers must be trained to restrain violent clients, intervene when fights break-out.

4. RIGHTS AND DUTIES

The application of the Control of Access to the Public Premises and Vehicle Act – Act 53 of 1985.

The application of the Criminal Procedure Act – Act 51 of 1977 Sections 20, 23(b), 24, 29, 42, 46, 48, 49, 50, 51 as amended.

Trespass Act 6 of 1959.

5. STAFF REQUIRED AND HOURS OF DUTY

Security officers shall be provided per site, per shift and hours as per document NCP 3, the price schedule.

The preferred bidder(s) shall ensure that security officers report on time and that sites are guarded at all times.

6. SPECIAL REQUIREMENTS

The preferred bidder(s) shall ensure that security officers on duty are:

- 6.1 Always appropriately dressed in a uniform displaying his/her name, company name, a pair of handcuffs, baton, a torch and pepper spray.
- 6.2 Are in possession of an appropriate identification card (PSIRA).
- 6.3 Equipped with a two-way radio, linked to their headquarters with a fully functional control room.



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**SPECIAL CONDITIONS: RENDERING OF SECURITY SERVICES AT THE SUBSTANCE ABUSE TREATMENT
CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

- 6.4 The preferred bidder(s) will be required to have a company office/functional structure with a monitoring vehicle within two (2) weeks before commencement of contract.
- 6.5 Completing attendance registers per shift.
- 6.6 Such attendance registers shall be attached to monthly invoices per site and submitted to DSD SCM by the 10th of each month.
- 6.7 Maintain an incident register per site.
- 6.8 Such incident registers shall be submitted weekly to Security Management: Social Development that is responsible for contract management.
- 6.9 The department reserves the right to increase or decrease security officers or amend the guard category at any existing or new site.
- 6.10 The preferred bidder(s) shall retain at least seventy percent (70%) of the currently employed security officers per site and in total as a means of sustaining livelihoods.
- 6.11 The preferred bidder(s) will be required to provide Proof of Public Liability Insurance of not more than R10 million cover or a letter of proof from the insurer indicating intention to take up the cover when commencement with the contract.

7 INDEMNITY

The Department of Social Development shall not be liable for any injury, loss or damage to the preferred bidder(s)'s security officers, equipment or vehicles whilst on the department's sites/premises during the contract period.

The preferred bidder(s) must submit proof of public indemnity and insurance against damages to the department within one (1) month of commencement of rendering security services to the department. Such insurance policy(ies) shall indicate the insured amount.

The preferred bidder(s) shall be required to submit every six (6) months confirmation that such insurance policies are active (confirmation of monthly premiums paid to the relevant insurance company) to Security Management: Social Development.



**DEPARTMENT SOCIAL DEVELOPMENT
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**SPECIAL CONDITIONS: RENDERING OF SECURITY SERVICES AT THE SUBSTANCE ABUSE TREATMENT
CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

8. TRANSFER AND CESSION

Security services shall be rendered by the duly appointed preferred bidder(s).

The preferred bidder(s) shall not cede, transfer, sell or alienate the contract or any part thereof to any person or company.

If warranted, the contract shall be cancelled with one (1) calendar month's prior written notice.

9 BREACH AND TERMINATION

Should either party breach any of the terms and conditions of this contract and fail to remedy breach(es) within 14 (fourteen) days after the receipt of a written complaint, the party that is not in default shall be entitled to cancel this contract per written notice delivered to the other party's *domicilium citandi et executandi* as per bid documents without prejudice to any other right which the non-defaulting party may have as a result of such breach.

10 PRICING

The following conditions shall be applicable and form an integral part of the bid:

- 10.1 For the purpose of this contract, use will be made of the relevant Category Security Officers, as defined in the order made in terms of section 51A(2) of the Labour Relations Act 1956, as published Government Gazette No. 25075 dated 13 June 2003.
- 10.2 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 6: Private Security Sector, South Africa (Government Gazette No. 29188 dated 1 September 2006).
- 10.3 Price per security officer should be all-inclusive, i.e. package per year including all leave provisions and other benefits e.g. bonuses, uniforms.
- 10.4 Bidders shall make provision in their price structure for relief security officers.



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CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

- 10.5** A fixed annual increase of 5% per annum shall be applicable to this bid.
- 10.6** Salaries/wages will be aligned with annual increases as published per Government Gazette in line with the Order for the Security Trade / Industry.
- 10.7** Bidders shall take cognizance and make provisions of the new security rates as published by PSIRA at the commencement of contract in their pricing structure

11 DEFINITIONS

Security Officer means a security officer, grade A, B, C, D or E.

For the purpose of these special conditions only the definitions of security officers' grade B, C, D and E are highlighted.

11.1 Security officer Grade A:

Means an employee who performs any one or more of the following duties-

- a) advising or reporting on any matter affecting guarding or protection services;
- b) assisting in the screening of candidates for employment;
- c) assuming responsibility for staff training;
- d) drawing money or cheques or taking possession of negotiable documents;
- e) drawing money at banks or similar institutions;
- f) guarding or protecting goods;
- g) supervising subordinate staff;
- h) who may drive a motor vehicle in the performance of any or all of the employees duties; and
- i) who may be called upon to perform any or all of the duties of a security officer, grade B.

11.2 Security Officer Grade B:

Means an employee who performs any or one or more of the following duties, namely supervising, controlling, instructing or training security officers, grade C, D or E or general workers and reporting thereon to an employer or any other specified person, and who may-

- a) drive a motor vehicle in the performance of any or all of the employee's duties; and
- b) be called upon to perform any or all of the duties of a security officer, grade C.



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11.3 Security officer grade C:

means an employee who performs any one or more of the following duties-

- a) Supervising or controlling security officers, grade D or E;
- b) Driving a motor vehicle in the course of supervising or controlling security officers grade D or E;
- c) Driving a motor vehicle for the purpose of transporting security officers; and
- d) Who may be called upon to perform any or all of the duties of a security officer, grade D.

11.4 Security officer grade D:

means an employee who performs any or more of the following duties-

- a) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
- b) Searching persons and if necessary, restraining them;
- c) Supervising or controlling security officers, grade E;
- d) Searching goods or vehicles; and
- e) Who may be required to perform any or all of the duties of a security officer, grade E.

11.5 Security officer grade E:

Means an employee, other than a security officer, grade D, who performs any one or more of the following duties:

- a) guarding, protecting or patrolling premises or goods;
- b) handling or controlling dogs in the performance of any or all of the duties referred to as a security officer.

12 REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

12.1 Bidders must provide full details of registration for both the company and the individual security officers. Bidders must provide full details of PSIRA registration for both the company and its directors (owners), and proof of up-to-date payment of PSIRA annual fees. Copies of valid PSIRA registration certificates and/or any other document(s) must be originally certified, if not, the bid will be invalid.

12.2 Bidders must submit their latest PSIRA inspection report, proof of UIF registration and financial statements for the past three (3) years or for duration of existence if such is less than three (3) years.



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- 12.3 In their bid submission bidders must disclose the criminal records of the owner(s)/director(s) of the company.
- 12.4 Preferred bidder(s) shall submit the following information to the Security Manager within two (2) weeks before commencement of contract:
- SAPS Clearance Certificate of owner(s)/director(s), supervisors, security officers and relief staff
 - Certified copies of PSIRA Certificate of owner(s)/director(s), security officers and relief staff

13 EVALUATION CRITERIA

Bidder(s) must submit the following mandatory documents:

- 13.1 Bidders for the rendering of security services must submit proof of PSIRA registration of the company and owner(s)/director(s) when submitting bids (Proof of registration must be submitted by the date and time of bid closure). **Originally certified copies of PSIRA registration certificates must be submitted, if not, the bid will be invalid.**
- 13.2 The bidder(s) must submit a valid Tax Compliance Status Pin Certificate.
- 13.3 Preferred bidder(s) must have a company office/ functional structure, security equipment and uniform to be inspected prior to awarding the contract.
- 13.4 The bidder(s) must submit National Treasury Central Supplier Database (CSD) full report.
- 13.5 The bidder(s) must submit COIDA – Letter of Good Standing and/or Proof of Registration
- 13.6 The bidder(s) must submit National Bargaining Council Confirmation as registration for paid up levies (Compliance Letter) and/or proof of payment to NBCC.
- 13.7 The bidder(s) must submit PSIRA Good Standing Certificate Validation.
- 13.8 The bidder(s) must submit UIF Certificate Compliance and/ letter of good standing.
- 13.9 The bidder(s) must provide Provident Fund Registration.
- N.B: The validity period of all certified copies of the above documents must not exceed three months (3). It must be noted that failure to submit the above mandatory documents will lead to disqualification of the bidder.

14. GENERAL SPECIFICATIONS

- 14.1 Information obtained by a security officer(s) during the course of duty shall be treated as strictly confidential and may not be divulged to a third party.



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- 14.2 Each security officer dispatched to the department is required to sign the Declaration of Secrecy with Security Management: Social Development.
- 14.3 The department reserves the right to increase/decrease security personnel or alter the grading of security officers at any current or new site. A calendar month's written notice will be given in such instances.
- 14.4 If security services are no longer required due to circumstances beyond the control of the department (e.g. fire, floods, war, relocation, etc.) the suspension or termination of security services shall be without cost to either party.
- 14.5 A strike or lockout at any of the sites of the department shall not affect preferred bidder(s)' obligation to render uninterrupted security services.
- 14.6 The preferred bidder(s) shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security officers are on strike or lockout by their employer.
- 14.7 Reports and records prepared by security officers regarding their assigned duties and responsibilities shall be made available to Security Management: Social Development.
- 14.8 The preferred bidder(s) shall submit monthly written reports to Security Management: Social Development and the Institutional Manager.
- 14.9 The previous day's incident report of all sites must reach the office of Security Management: Social Development as well as the Institutional Manager daily at 10:00 am.
- 14.10 The preferred bidder(s) shall render security services as per this special conditions of contract and the duly signed service level agreement.
- 14.11 The service level agreement will not supersede the content of the bid documents duly completed and submitted by preferred bidder(s) at closing date and time.
- 14.12 The preferred bidder(s) shall supply properly trained and duly registered back-up support for absences, within two (2) hours in a multiple-guard site and within one (1) hour at a single guard sites.
- 14.13 Supervision of security officers is the responsibility of the preferred bidder(s). Supervision may be provided through the use of an on-site supervisor and/or patrol officers. Patrol officers should conduct and record their patrols at least once per shift.
- 14.14 Patrol officers shall be familiar with the layout of sites under their jurisdiction.
- 14.15 The preferred bidder(s) shall supply vehicles for patrol officers as well as a continuous communication link to their patrol officers and security control room.



**DEPARTMENT SOCIAL DEVELOPMENT
NORTHERN CAPE PROVINCIAL GOVERNMENT**

**SPECIAL CONDITIONS: RENDERING OF SECURITY SERVICES AT THE SUBSTANCE ABUSE TREATMENT
CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

- 14.16 New or replacement guards shall not be assigned to department's sites until they are suitably trained; familiar with their required duties and security screened by SAPS. An originally certified copy of the security certificate shall be submitted to Security Management: Social Development.
- 14.17 The preferred bidder(s) should inform the Institutional Manager of new or replacement guards and these guards should be introduced to the Institutional Manager prior to commencement of duty.
- 14.18 Institutional Manager in collaboration with the preferred bidder(s) must develop and implement a Standard Operating Procedure (SOP) for security guarding services at the institution.
- 14.19 The preferred bidder(s)'s supervisor shall be responsible for consulting with Security Management: Social Development and Institutional Manager regarding assignments of a post, work requirements, schedules and breaks. The supervisor shall be conducting on-the job-training.
- 14.20 During break periods, security officers are required to remain on the site and be subject to a call back to duty in the event of an emergency situation.
- 14.21 Assets supplied by the department to security officers shall remain the property of the department. Security officers shall however care for and safeguard such departmental assets. The use of departmental assets by security officers shall be for official business purposes only.
- 14.22 Any misuse or abuse of equipment or departmental property shall be rectified by the preferred bidder(s).
- 14.23 The department reserves the right to deduct payment from the preferred bidder(s) for incidents that arise from inappropriate attendance, behaviour, appearance, performance, insufficient training, failure to provide back-up support and the supply of unqualified security officers.
- 14.24 Security officers shall observe and comply with all applicable legislation, departmental policies, security plan, directives, standing orders or other official procedures.
- 14.25 Security officers shall either enforce and/or report on non-compliance with any legislation, departmental policy, security plan, directives, standing orders or other official procedures.
- 14.26 Where required, security officers shall have completed first aid training by a recognized First Aid Training organization using qualified instructors.
- 14.27 The department reserves the right to amend, modify and re-issue post orders or other special orders. Such modifications to the service level agreement (SLA) shall not otherwise affect the SLA, unless such modifications increase or decrease the number of work hours required.
- 14.28 The department reserves the right to require the preferred bidder(s) to:
- Remove and replace incompetent security officers;
 - Conduct inspections regarding behaviour, appearance and performance; and



**DEPARTMENT SOCIAL DEVELOPMENT
NORTHERN CAPE PROVINCIAL GOVERNMENT**

**SPECIAL CONDITIONS: RENDERING OF SECURITY SERVICES AT THE SUBSTANCE ABUSE TREATMENT
CENTRE, KIMBERLEY, FOR A PERIOD OF THREE (3) YEARS**

- Determine security officers' suitability and re-assignment.
- 14.29 Preferred bidder(s) shall not provide security officers that have been on duty for more than 13 consecutive hours (as an example). Security officers must have had a break of 11 hours (as example) between shifts. Applicable labour legislation and agreements must be adhered to.
- 14.30 Preferred bidder(s) shall furnish security officers with the equipment necessary to perform their duties. Maintenance, repair and replacement of such equipment are the responsibility of preferred bidder(s).
- 14.31 Preferred bidder(s) shall use suitably qualified, experienced supervisors to provide on-the-job training - at no cost to the department – to new security officers assigned or re-assigned to a post.
- 14.32 The Department shall conduct site verifications prior to the evaluation committee.
- 14.33 The service provider shall submit certified qualifications and ID copies of security officers who will be at the site.



Department Social Development

NCP 3 NCSATC

Rendering of Security Services at NCSATC for a period of 36 months

NOTE:

Only firm prices for the 1st twelve (12) months will be accepted. The required prices per month (last column calling for an all-inclusive price) are for the commencement month that will remain fixed up and until the 13th month of the contract.
Annual escalation is fixed at 5%.

Name of Bidder:
Bid Number NC/SOC/001/2023 for a period of 36 months.
Closing date and time: Monday, 03 April 2023 at 11:00

Offers are to remain valid for **120 days** after official closing date.

SITE	NR OF SECURITY OFFICERS REQUIRED	GRADING	SHIFTS	ALL-INCLUSIVE PRICE IN RAND (R) / month Price <u>must</u> include VAT, uniform, torch, baton etc. as per special conditions of contract
Substance Abuse In-Patient Treatment Centre Supervisors	2	2 x Grade B	2 x shifts (24 hours) with 1 x security officer per shift	2 x Grade B: 2 x shifts (24 hours) with 1 x security officer per shift R
Substance Abuse In-Patient Treatment Centre Guardhouse	2	2 x Grade D	2 x shifts (24 hours) with 1 x security officers per shift	2 x Grade D: 2 x shifts (24 hours) with 1 x security officers per shift R



Department Social Development

NCP 3 NCSATC

Rendering of Security Services at NCSATC for a period of 36 months

Substance Abuse In-Patient Treatment Centre Control Room CCTV	2	2 x Grade D	2 x shifts (24 hours) with 1 x security officers per shift	2 x Grade D: 2 x shifts (24 hours) with 1 x security officers per shift R
Substance Abuse In-Patient Treatment Centre Patrolling	4	4 x Grade D	2 x shifts (24 hours) with 2 x security officers per shift	4 x Grade D: 2 x shifts (24 hours) with 2 x security officers per shift R

EVALUATION CRITERIA:

- 1 Transport costs are to be included in the bid price per security guard. Transport costs may not be indicated or charged separately.
- 2 The preferred bidder(s) may not submit variation orders afterwards – prices offered are fixed.
- 3 Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile.
- 4 Bidders shall take cognizance and make provisions of the **new security rates as published by PSIRA** at the commencement of contract in their pricing structure.
- 5 The Department reserves the right to charge penalty fees if security officers do not report for duty on time, do not wear uniforms or do not have the required security equipment.
- 6 Append an originally certified copy of the **company's certificate(s) issued by the Private Security Industry Regulatory Authority (PSIRA)**. The original certification date on the copied PSIRA certificate(s) may not be older than three (3) months at date of closure of bid.
- 7 Append an originally certified copy of the **company's directors (shareholders) certificate(s) issued by the Private Security Industry Regulatory Authority (PSIRA)**. The original certification date on the copied PSIRA certificate(s) may not be older than three (3) months at date of closure of bid.
- 8 Append an originally certified copy of **CIPC previously known as CIPRO certificate**. The original certification date may not be older than three (3) months at date of closure of bid.
- 9 Append an originally certified copy of the **Shareholders Identity Documents**. The original certification date may not be older than three (3) months at date of closure of bid.
- 10 Bidders are required to submit their detailed **Central Suppliers Database (CSD) registration report** (not the summary report) together with the bid document. **The date of the report must be the latest i.e. at least 5 days before bid closure.**
- 11 The bidder(s) must submit COIDA – Letter of Good Standing and/or Proof of Registration. The original certification date may not be older than three (3) months at date of closure of bid



Rendering of Security Services at NCSATC for a period of 36 months

- 12 The bidder(s) must submit National Bargaining Council Confirmation as registration for paid up levies (Compliance Letter) and/or proof of payment to NBCC. The original certification date may not be older than three (3) months at date of closure of bid
- 13 The bidder(s) must submit PSIRA Good Standing Certificate Validation. The original certification date may not be older than three (3) months at date of closure of bid
- 14 The bidder(s) must submit UIF Certificate Compliance and/ letter of good standing. The original certification date may not be older than three (3) months at date of closure of bid
- 15 The bidder(s) must provide Provident Fund Registration. The original certification date may not be older than three (3) months at date of closure of bid

16 **CONFIRMATION OF PRICES**

.....
I, the undersigned (full names & surname in print):

.....
Certify that the prices offered are firm and that I have read all directives on this price schedule, NCP 3.

SIGNED ATON THIS..... DAY OF (month) 2023

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS

1.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

2.....

SIGNATURE: WITNESS

WITNESS: PRINT NAME & SURNAME

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**

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

NCP 4 (New revised 20220401)

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

20

Specific Goal	Points allocated	Evidence (proof) to be submitted to claim the points
Youth	5	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>

Women	3	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>
People living with disabilities	2	Submission of signed-off letter by a Medical Practitioner [Doctor's letter] indicating whether the disability is temporary or permanent. Affidavit detailing the above will also be acceptable.
Black bidder <i>[persons, or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability]</i>	10	Bidders must submit the latest full Central Supplier Database [CSD] report. <u>The date of the report must be the latest i.e. at least 5 days before RFQ/Bid closure.</u>
Total points	20	

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & or & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & or & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth	NOT APPLICABLE	5	NOT APPLICABLE	
Women		3		
People living with disabilities		2		
Black bidder		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

other remedy it may have –

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



NOTE:

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and
2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.

In this document word in the singular also mean the plural and *vice versa*.

Words in the masculine also mean 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 will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).
- Whenever there is conflict the provisions in the SCC shall prevail.



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1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.
- 1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider 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 anything of value to influence the action of a public official in the adjudication process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where minerals are mined, produce grown or goods produced or manufactured from where the services/goods are rendered or supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or pin purpose or utility from its components.
- 1.7 **"Day"** means a 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 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 markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.
- 1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition 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 or non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** mean the General Conditions of Contract.
- 1.15 **"Goods"** mean 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 bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bid will be manufactured.



- 1.17 **"Local content"** means that portion of the bid price that 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, works, or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bid documents.
- 1.21 **"Purchaser"** means the department purchasing the goods, works or services.
- 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 transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.
- 1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

2 APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and order, 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 bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, works or services.
- 2.3 Where such special conditions of contract are in conflict with these general conditions of contract, the special conditions shall apply.

3 GENERAL

- 3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.
- 3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

5 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 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 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 person shall be made in confidence and shall extend only as far as may be deemed necessary for purchases of 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 all copies shall be submitted 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 supplier's performance and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of 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 preferred 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 obligation 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:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.
 - 7.3.2 a cashier's or credit 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 warranties obligations, unless otherwise specified in SCC.
- 7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

8 INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bid testing will be for the account of the bidder.
- 8.2 If it is a condition of the bid that supplies to be produced/services to be rendered should at any stage during production or execution or on completion, be subject to inspection. The premises of the bidder/contractor shall be open, at all reasonable hours for inspection by a representative of the department acting on behalf of the department.
- 8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is deemed necessary that inspections shall be carried out, the purchaser shall make the necessary arrangements – including payment arrangements with the applicable testing authority.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 prove the supplies to be in accordance with the contract requirements, the purchaser shall defray the costs of the inspections, tests and analyses.
- 8.5 Where the supplies referred to in clauses 8.2 & 8.3 do not comply with the contract requirements, irrespective of whether such supplies are accepted or not, the supplier shall defray the costs of the inspections, tests and analyses.



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- 8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.
- 8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.
- 8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

9 PACKAGING

- 9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

10 DELIVERY AND DOCUMENTS

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

11 INSURANCE

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 SCC.

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

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

- 13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;
- 13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;



- 13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;
- 13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and
- 13.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in the assembly, start-up, operation, maintenance and/or repair of goods supplied.

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 prevailing rates charged to other parties by the supplier for similar services.

14 SPARE PARTS

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

- 14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.2 In the event of termination of the spare parts:
 - 14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and
 - 14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

15 WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take 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 effected 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 fulfilment of other obligations stipulated in the contract.

16.3 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.

16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

17 PRICES

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

18 CONTRACT AMENDMENTS

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

The supplier/service provider 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

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

21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE

21.1 Delivery of the goods and/or performance of services shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.

21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.



- 21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.
- 21.5 Except as provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:
- 23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.
 - 23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.
 - 23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.
- 23.2 In the event that the purchaser terminates the contract in whole or in part, the purchaser may acquire, upon such terms and in such manner as it deems appropriate, goods, works, or services similar to those undelivered/not performed, the supplier/service provider shall be liable to the purchaser for any excess costs for such 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/service provider by prohibiting such supplier/service provider from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter 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/service provider fail



to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.

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 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:

- 23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;
- 23.6.2 date of commencement of the restriction;
- 23.6.3 period of restriction; and
- 23.6.4 reasons for the restriction.

These details will be loaded unto National Treasury's central database of suppliers/service providers and 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, 12 of 2004, the court may also rule that such a 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 (5) years and not more than ten (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 for Tender Defaulters may be viewed on National Treasury's website.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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 rights is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or 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 monies (if any) that may otherwise be due to the contractor with regard to supplies/services delivered or performed, or is to be delivered/performed in terms of the contract or any other amount which may be due to him.

25 FORCE MAJEURE / ACT OF GOD / NATURE

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



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

26 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier/service provider if the supplier/service provider becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the supplier/service provider, 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/service provider in connection with or arising from 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/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

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

- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;
- 27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

28 LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence, wilful misconduct or in the case of infringement pursuant to clause 6;

- 28.1.1 the supplier/service provider 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, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and
- 28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under 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

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

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

31 NOTICES

31.1 Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the 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 written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

32 TAXES AND DUTIES

32.1 A foreign supplier/service provider 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/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of \$10 million (American Dollars).

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 a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.