



## **INVITATION TO BID (OPEN TENDER)**

**DATE OF ISSUE: 11 JULY 2025**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE GAUTENG  
GROWTH AND DEVELOPMENT AGENCY**

<b>BID NUMBER:</b>	<b>GGDA/02/2025/2026/ AIDC SECURITY</b>
<b>CLOSING DATE:</b>	<b>08 AUGUST 2025</b>
<b>CLOSING TIME:</b>	<b>11:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 DAYS</b>
<b>BRIEFING SESSION:</b>	<b>COMPULSORY BRIEFING SESSION</b>
<b>BRIEFING SESSION VENUE:</b>	<b>AUDITORIUM (GROUND FLOOR) 124 MAIN STREET MARSHALLTOWN JOHANNESBURG 2001</b>
<b>BRIEFING SESSION TIME:</b>	<b>11h00</b>
<b>BRIEFING SESSION DATE:</b>	<b>22 JULY 2025</b>
<b>DESCRIPTION:</b>	<b>THE APPOINTMENT OF PHYSICAL &amp; ARMED GUARD SECURITY SERVICES FOR 4 SITES OF THE AIDC FOR 36 MONTHS</b>
<b>BID SUBMISSION REQUIREMENTS:</b>	<b>2 ENVELOPES. DUE TO COVID-19, WE REQUEST - SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES  TECHNICAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) FINANCIAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) (NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENTS AS REQUESTED)</b>

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15<sup>TH</sup> FLOOR, 124 MAIN STREET, JOHANNESBURG.**

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## **CONDITIONS FOR COMPLETING BID DOCUMENTS**

<b>Document</b>	<b>Comments</b>	<b>Compliance</b>	<b>Submitted? (Yes / No)</b>
<b>SBD 1</b> (Invitation to bid)	Make sure it is fully completed & signed	Compulsory	
<b>SARS Tax Compliance Status Pin</b>	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
<b>SBD 3.3</b> (Pricing schedule)	Fully completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 <sup>nd</sup> envelope)	
<b>SBD 4</b> (Bidder' Disclosure)	Make sure it is fully completed & signed	Compulsory	
<b>SBD 6.1</b> (Preference Points in terms of PPR of 2022)	Make sure it is fully completed and points claimed are allocated as per preferential procurement goals	Compulsory	
<b>PART D: General Conditions of Contract (</b>	Make sure it is fully completed and signed	Compulsory	
<b>Copy of Company Registration Documents</b>	1. Certificate of registration, 2. Change of name certificate (if applicable) 3. Register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate: CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
<b>Company Profile</b>	Include the organisational structure of the company	Compulsory	
<b>Certified copies of identity documents</b>	For all current shareholders / members Include the organisational structure of the company	Other returnable	

<b>Compulsory Briefing Session Register</b>	Make sure you sign the register in the bidding entity's name and for JV/Consortium or Partnership, should be indicated or all parties sign register	Compulsory	
Provide a valid letter of good standing COIDA from the Department of Employment and Labour.	Proof to be submitted	Compulsory	
Company director/s to submit a valid membership with the Private Security Industry Regulatory Authority (PSIRA), either Grade A or B.	Proof to be submitted	Compulsory	
The security company must be registered with the Private Security Industry Regulatory Act (Act 56 of 2001) As proof thereof, provide the Company with a valid Letter of Good Standing from the Private Security Industry Regulatory Authority (PSIRA).	Proof to be submitted	Compulsory	
An original/certified copy of a valid Provident Fund certificate from the Private Security Sector Provident Fund.	Proof submitted	Compulsory	
Provide proof of valid Public Liability Insurance to the minimum value of <b>R10 000 000.00</b>	Proof to be submitted	Compulsory	

**IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out, and a signature must be appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE  
GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/02/2025/2026/ AIDC SECURITY **CLOSING DATE:** 08 AUGUST 2025 **TIME:** 11:00

**DESCRIPTION: THE APPOINTMENT OF PHYSICAL & ARMED GUARD SECURITY SERVICES  
FOR 4 SITES OF THE AIDC FOR 36 MONTHS**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**Gauteng Growth & Development Agency  
15<sup>TH</sup> Floor  
124 Main Street  
JOHANNESBURG  
2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

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

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES  
OFFERED BY YOU? YES/NO (IF YES, ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

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

**TOTAL BID PRICE - BIDDERS NOT TO COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART  
OF ENVELOP NO. 2 (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za), [Lorrainen@ggda.co.za](mailto:Lorrainen@ggda.co.za) and [bmdletshe@aidc.co.za](mailto:bmdletshe@aidc.co.za)
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **01 AUGUST 2025**.
- 2.3 ***Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA in regard to anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

### 4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **(TENDER REF NUMBER: GGDA/02/2025/2026/ AIDC SECURITY)**. The sealed envelopes must be placed in the tender box at 15<sup>th</sup> Floor, 124 Main Street, Johannesburg by no later than **11h00 on 08 AUGUST 2025**.
- 4.2 The closing date, company name, and the return address must also be endorsed on the envelope. If a courier service company is being used for the delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that the documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to

bid” and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.
- 4.8 GGDA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 GGDA reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA.



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

Tax Compliance Requirements

- 1) Bidders must ensure compliance with their tax obligations.
- 2) Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- 3) Application for Tax Compliance Status (TCS) PIN may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders may also submit a printed TCS together with the bid.
- 5) In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS / PIN / CSD number.
- 6) Where no TCS PIN is available but the bidder is registered on the Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 7) No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state."

## **PART A2: TERMS OF REFERENCE**

### **THE APPOINTMENT OF PHYSICAL & ARMED GUARD SECURITY SERVICES FOR 4 SITES OF THE AIDC FOR A PERIOD OF 36 MONTHS.**

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The following sites listed below will be the locations of operations:

- Automotive Supplier Park (ASP), 30 Helium Road, Rosslyn.
- Electrical cable patrol, Adjacent to the Automotive Supplier Park, 30 Helium Road Rosslyn.
- Gauteng Automotive learning centre (GALC), 99 Hendrick van Eck Rosslyn.
- Winterveldt Enterprise Hub (WEH), Molefe Makinta & Bushveld Road Winterveldt.

#### **Address coordinate's**

- 25.616792366326795, 28.07308924606554 (ASP)
- -25.62952033161704, 28.08107936865986 (GALC)
- 25.473088618830616, 28.061779216290656 (WEH)
- 25.613913596134136, 28.073722610552114 (CABLE LINE)

#### **List of Acronyms**

- ASP – Automotive supplier park
- AIDC – Automotive industry development Centre
- CCTV - Closed-circuit television
- GALC – Gauteng Automotive Learning Centre
- WEH – Winterveldt enterprise
- ID - Identity document
- RFID – Radio frequency identification
- PrDP – Professional driving permit



**Figure 1:• Automotive Supplier Park (ASP), 30 Helium Road, Rosslyn.**



**Figure 2:• Gauteng Automotive learning centre (GALC), 99 Hendrick van Eck Rosslyn.**





**Figure 3:• Winterveldt Enterprise Hub (WEH), Molefe Makinta & Bushveld Road Winterveldt.**

## **1. INTRODUCTION**

### **1.2 Mandate**

AIDC is the dedicated developmental agency of the Gauteng Growth and Development Agency (GGDA) in relation to the specific industrial, infrastructure and training needs required by the automotive and allied sectors - those based in the Gauteng province. The AIDC is thus tasked by GGDA with special developmental type projects aimed at enhancing and possibly expanding the automotive and allied-related sectors with a focus on enterprise development; also, in the support of government's aims at BBBEE and SMME development and the radical transformation of various townships. The AIDC also explores other developmental projects, external to the objectives of the GGDA, in support of the AIDC's own business development processes. These include projects related to the transport and energy sectors, as well the development of the Tshwane Auto City.

### **1.3 Vision**

The vision of the AIDC is:

To be the leading implementation agency delivering creative, efficient, best practice and value-based solutions in support of government's programs related to the automotive and allied sectors.

### **1.4 Mission**

The mission of the AIDC, in pursuit of its vision, is to provide innovative customized solutions:

To develop the automotive manufacturing sector to globally competitive standards of excellence through a world-class value proposition which enables effective and sustainable socio-economic growth.

### **1.5 Values**

The AIDC's staff aligns their behavior to the company's shared values as listed below, which support, and is informed by, the organization's vision and mission:

- Respect for others
- Teamwork
- Open and honest two-way communication
- Encouraging a learning culture
- On-time, on-brief, on-budget
- Client-centered
- Integrity and ethics above all

## **2. BACKGROUND TO THE TENDER**

### **2.1 Introduction**

Automotive Supplier Park (ASP) is an automotive manufacturing facility developed and managed by the AIDC, a subsidiary of the Gauteng Growth and Development Agency.

ASP spans an area of approximately 130 hectares and is in Rosslyn, North of Pretoria. The ASP hosts a number of automotive component manufacturers and OEM suppliers, The service providers located in the Rosslyn area achieve manufacturing synergy and cost benefits, creating a safe and stable environment in terms of security and supply of services.

The AIDC offers a safe work environment for automotive service providers, in less than two kilometres is a second site of the AIDC where the Gauteng Learning Centre (GALC) is located which is part of the security service requirement. The patrol of the servitude containing the main Electricity supply to the ASP forms part of the security services that need to be supplied as and when required.

The third site is the Winterveldt Enterprise Hub (WEH) plays a pivotal role in up-skilling individuals and supporting the growth of local SMMEs. The purpose of the hub is to expose the local SMMEs to modern auto body repair equipment and methodology while formalizing and developing their businesses by facilitating economic transformation within this area. The hub is part government's bid to revitalize the township economy.

## 2.2 Risk Profiles per Site

AREA/SITE	RISK	RISK LEVEL	WHO / WHAT WILL BE AFFECTED
AUTOMOTIVE SUPPLIER PARK (ASP) 30 HELIUM ROAD	Theft, damage to property, burglary, labour unrest.	HIGH	Tenants' equipment's / assets, property, tenants 'employees, visitors, contractors, AIDC, AIDC equipment's / assets property employees, visitors and contractors
CABLELINE PATROL, ADJACENT TO THE ASP	Cable theft, no electricity supply	HIGH	Tenants, Original equipment's manufacturers (OEM) BMW, Nissan, Ford, Toyota other international tenants' customers.
AUTOMOTIVE SUPPLIER PARK (ASP) (VACANT LAND) 30 HELIUM ROAD	Land invasion, Cable & Infrastructure Theft, Illegal Dumping, Public Protests	HIGH	Infrastructure, Property, and Personnel Safety.
GAUTENG AUTOMOTIVE LEARNING CENTRE (GALC)	Theft, damage to property, burglary.	MEDIUM	AIDC equipment's, assets, property, facility, clients/personnel, learners/trainees.
WINTERVELDENTERPRISE HUB, MOLEFI MAKINTA & BUSHVELD ROAD, WINTERVELDT	Theft, damage to property, burglary, Public Protests	HIGH	AIDC equipment's, assets, property, facility, and clients/SMME's

## 3. TENDER SCOPE & OBJECTIVES

### 3.1 The objective of the contract is:

- To ensure that the AIDC has a cost effective and quality security service contract in place.
- To provide a quality security service within the limitation and legal requirements as set out and required by legislation and customer requirements.
- To ensure that security within the facilities is maintained at a high standard.
- To ensure the safety of all users.
- The service provider will make themselves thoroughly acquainted with all aspects of the premises, including, but not limited to the nature thereof and all matters that may influence the security requirements.

### **3.2 Specification of the work and services required**

The Security Services aim to maintain a secure and orderly environment that minimizes disruptions to operations and ensures the smooth and efficient functioning of all processes within the Sites managed by the AIDC.

#### **3.2 Manage and protect the Perimeter Security**

- Fencing: ensure safety within the perimeter fencing by preventing unauthorized access and theft.
- Gates and Barriers: Manage controlled access points with motorized gates, and barriers, to regulate vehicular and pedestrian entry within the Sites.
- Intrusion Detection Systems: Monitor all security systems, motion detectors, infrared, or beams along the perimeter to detect breaches and alert security personnel.

#### **3.3 Manage Access Control Systems**

- ID Badges and Smart Cards: Mandatory use of employee and visitor ID cards with RFID or biometric-enabled access for controlled areas.
- Turnstiles and Vehicle Entry Systems: manage and monitor all turnstiles or automated gates at entry/exit points for employees and visitors, ensuring all entries are logged.
- Visitor Management: manage all Pre-registration of visitors and issuance of temporary access passes for controlled, time-limited entry.

#### **3.4 Manage All CCTV Surveillance within the Control Room**

- Ensure 24/7 Monitoring: Security personnel should monitor footage in real-time through a centralized control room and across key areas including perimeter, parking lots, manufacturing zones, loading docks, and warehouses.
- Apply Video Analytics: utilising advanced video analytics for motion detection, facial recognition, license plate recognition, and tracking unauthorized movements, in conjunction with AIDC's Information Communication and Technology Department.

#### **3.5 Maintain Security Patrols**

- Mobile and Foot Patrols: Ensure Regular patrols are conducted by security personnel across the sites to deter Cable theft, vandalism, or unauthorized access.
- Fence parameter K-9 Units: Consider the deployment of K-9 units to assist in detecting intruders (if needed).
- Implement & Monitor Patrolling Systems: Drone patrol monitoring systems to ensure comprehensive coverage and routine checks within dangerous and darker areas.

#### **3.6 Monitor Alarm and Emergency Systems**

- Log and Monitor Alarm Systems: High-decibel alarms connected to access points, high-security areas, and critical infrastructure to trigger in case of unauthorized access or emergencies.
- Panic Buttons: Strategically placed in key areas to allow personnel to raise an alert in the event of an emergency.
- Fire Alarms and Suppression Systems: Ensure 24/7 monitoring of automated fire detection systems and sprinklers, especially in high-risk areas like manufacturing zones.

### **3.7 Warehouse and Logistics Gate Security**

- **Inventory Control Systems:** Monitor and Manage Integration of inventory management systems with access controls to monitor the movement of raw materials and finished goods.
- **Seal Management:** Ensure proper security protocols for handling cargo and logistics seals to prevent tampering during transport or storage, where needed.

### **3.8 Parking, Common Spaces and Vehicle Security**

- **Vehicle Inspection:** Ensure random or scheduled vehicle inspections for both staff and visitors to prevent unauthorized materials or theft within the AIDC sites.
- **Parking & Common Space Surveillance:** Ensure High-visibility lighting, CCTV coverage, and patrols in parking areas to prevent vehicle theft or tampering.
- **License Plate Recognition:** Manage the Automated systems to track and log vehicle entry and exit for improved accountability.

### **3.9 Incident Management and Reporting**

- **Incident Reporting Systems:** Manage a centralized platform for reporting and documenting security incidents, including theft, unauthorized access, or safety breaches.
- **Post-Incident Analysis:** Conduct detailed post-incident reviews and audits to assess vulnerabilities and improve security measures.

### **3.10 Coordination & Liaise with the Security Cluster**

- **Collaboration Protocols:** Collaborate & coordinate procedures with local SAPS, Security Cluster, and emergency services for immediate support during security incidents.

In keeping with the following legislation and standards (as amended), in so far as the operations are concerned:

- Constitution of the Republic of South Africa, 1996
- Protection of Information Act 84 of 1982
- Promotion of Access to Information Act 2 of 2000
- Promotion of Administrative Justice Act 3 of 2000
- Criminal Procedure Act 51 of 1977
- Occupational Health and Safety Act 85 of 1993
- Private Security Industry Regulation Act 56 of 2001
- Control of Access to Public Premises and Vehicles Act 53 of 1985
- Trespass Act 6 of 1959
- Information Act 70 of 2002
- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998
- Minimum Information Security Standards, 2009
- Minimum Physical Security Standard

**Note:** Should there be an update of any legislation or standard referred to in this document; the updated version shall be applicable.

### **3.11 Other services will include but not limited to:**



- Guard and protect assets from theft, arson, robbery, and other unlawful acts committed by any person. This duty will be done on a 24/7 basis.
- Protect tenants' properties, employees, visitors, bidders, and guests from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within the premises or on land under the control of AIDC.
- Conduct random searching of all vehicles, and baggage carried by people moving in and out of the premises.
- Control trucks coming in and going out of logistics gates including the Just in time production delivery trucks.
- Conduct random searches of people, including staff members, coming in and out of the premises.
- Operate CCTV and access control equipment in the respective Control Rooms. These include biometric access control and electronic visitor management systems.
- Ensure all posts are always manned.
- Conduct regular patrols in and around all premises. Physical Patrol, frequency will be determined by the risks and operations per site.
- Manage crowd control on all the premises.
- Security officers must have basic knowledge of First Aid and Fire Fighting skills.
- Armed and tactical response team.
- Driving of shuttle busses, the AIDC will provide shuttle busses (Minibuses or buses).
- Monitoring of the fire pump station within ASP during routine patrols.
- Access control at all entrances/exit and Logistics entrances/ exit.

It must be noted that the AIDC's head office is at the ASP, and it is expected that the Site Manager will be stationed at the ASP and will manage other remote sites from there.

### **3.12 Conduct Investigation**

- The Service Provider's management and supervisors must be able to conduct investigations, gather evidence, and successfully report and present these in a court of law.
- Security staff shall actively support the investigation
- Properly securing crime scenes and protection of evidence
- Proper investigation of incidents and accidents related to non-conformance (s)
- Collection of relevant information and accurate presentation of these in internal hearings and, if necessary, in a court of law.

### **3.13 Contingencies and Emergency requirements**

- The service provider shall provide contingency plans for dealing with emergency situations. This will include but not be limited to:
  - back up support capacity services and channels for requesting backup.
  - response and/or lead times
  - emergency management including facilitating evacuations, immediate firefighting, crowd control, access control, and administering first aid.
  - Assisting in disaster management and liaison with local authorities and emergency services etc.

### **3.14 Communication & Authorization**

- As the service provider represents AIDC in executing its duties, the interaction with visitors, tenants, and how such communication is handled is of utmost importance.
- Professionalism must always be displayed.
- In terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Section 2(1) (a) and 2(2) (g) read with Government Notice 2142 of October 6, 1989, the AIDC hereby authorizes the appointed bidder to take the necessary steps to properly safeguard the premises

and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed, by applying:

- Access control
- CCTV Management

### **3.15 Security staff must meet the following criteria:**

- **Meet all criteria as set out by the** Private Security Industry Regulatory Authority (PSIRA).
- Minimum education level for Supervisor Matric (Grade 12) or/ and equivalent).
- Valid SAPS Firearm Competency Certification for Armed personnel
- Security Clearance with No criminal record for All personnel.
- First aid level 1 (valid certification of 2 staff members per shift).
- Basic firefighting (valid certification of 2 staff members per shift and shift supervisor).
- Documentary proof to be available and presented to the client within 3 Months after issuing of an award letter or PO.
- Should the service provider's trained personnel leave the site and the company it is the responsibility of the service provider to ensure the shifts are balanced with equally qualified and trained personnel.
- Security services to be provided Monday to Sunday (24 hours /7 days).

### **3.16 Security Risk Analysis**

- The service provider will undertake a security risk assessment.
- The risk assessment must be conducted every 6 Months. The service provider must be in a position to recommend solutions in line with new threats to ensure that the client is protected.
- The output of the risk assessment report should include the recommendations for the client to improve safety and security:
  - Recommendations for clients to improve safety and security
  - Schedule monthly meetings and reports on routine issues.

### **3.17 Labor and Supervision**

- The Security Service provider is required to pay its employees no less than minimum stipulated Grade remuneration set out in the Sectorial Determination and all benefits thereof. The AIDC reserves its right to audit the remuneration paid to security guards as per the sectorial determination.
- Bidders to ensure that they cover a shift reliever labour and cost. 2 shift system will be implemented, 12 hrs Shift from Monday to Sunday.

### **3.18 Tools and equipment**

- The service provider must provide tools of trade as indicated on annexure **SBD 3.1**.

## **4 SPECIAL CONDITIONS**

- The Guarding service will run on a 2-shift basis Monday to Sunday.
- The service provider to make provision for a relief shift.
- Two trained level 1 First aid and 2 basic firefighters to be provided per shift.
- All security officers deployed by the Bidder in terms of this tender must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.
- All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority ("PSIRA").

#### 5 **AIDC AUTOMOTIVE SUPPLIER PARK (SITE 1)**

Personnel requirements in terms of security services, guards to be provided with combat and corporate uniform.

Resource PSIRA Grade	Resource requirements	QTY
Armed Grade A	Day shift (Monday to Friday)	1
Armed Grade B	Day and night shift (Monday to Sunday)	3
Armed Grade C	Day and night shift (Monday to Sunday)	6
Unarmed Grade C	Day and night shift (Monday to Sunday)	39
Total Personnel		49

#### 6 **AIDC GAUTENG AUTOMOTIVE LEARNING CENTRE (SITE 2)**

Personnel requirements in terms of security services, Personnel requirements in terms of security services, guards to be provided with combat and cooperate uniform.

Resource PSIRA Grade	Resource requirements	QTY
Unarmed Grade B	Day and Night shift (Monday to Sunday)	3
Unarmed Grade C	Day and Night shift (Monday to Sunday)	12
Total Personnel		15

#### 7 **POWER CABLE LINE – AS AND WHEN (SITE 3)**

Personnel requirements in terms of security services

Resource PSIRA Grade	Resource requirements	QTY
Armed Grade C (Two of the Security Personnel must possess a K-9 handling Certificate)	Day and Night shift (Monday to Sunday)	6
Total Personnel		6

#### 8 **WINTERVELD ENTERPRISE HUB (SITE 4)**

Personnel requirements in terms of security services, Personnel requirements in terms of security services, guards to be provided with combat and cooperate uniform.

Resource PSIRA Grade	Resource requirements	QTY
Unarmed Grade B	Day shift (Monday to Friday)	1
Unarmed Grade C	Day and Night shift (Monday to Sunday)	9
Total Personnel		10

## Standard requirements.

- A valid firearm competency certificate is required for all armed guards.
- For all armed Security officers per shift (Grade C) with a valid firearm license (9MM Firearm required), competency, and certificate.
- A Code 8 or 10 driver's license is required for all supervisors and mobile patrollers.
- Each guard must be provided with a bulletproof vest, head protection gear (helmet) & combat uniform.
- The service provider must compensate security guards as per the PSIRA minimum salary rates.
- All-inclusive labour cost for all security guards must be priced strictly as per the PSIRA rates. AIDC will only accept labour costs that are in line with PSIRA rates.
- Cable line guarding service will not necessarily run for a full 36-month period of the contract. One month's notice will be given to the service provider should AIDC decide to terminate this service at any time.
- All guards must undergo SAPS security clearance exercise every 12 Months or as and when required, and the client must be provided with the clearance results.

## **9 CONTRACT DURATION**

22.1 The duration of the contract is 36 months.

22.2 Duration of contact for SITE 3 is as and when required.

## 10 BID EVALUATION CRITERIA

**In line with the Preferential Procurement Regulation 2022 (PPR, 2022).** The evaluation of responsive Tender offers shall be on the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Preferential Procurement Special Goals in line with the Preferential Procurement Regulations, 2022.

The procedure for the evaluation of responsive tenders will be as follows: -

- 1<sup>st</sup> Stage – Administrative Compliance (Compulsory Compliance and Other Key Returnable)
- 2<sup>nd</sup> Stage- Pre-qualification Criteria Mandatory
- 3<sup>rd</sup> Stage – Functionality/Technical Evaluation
- 4<sup>th</sup> Stage – Price & special goals (for bidders who met the minimum required functionality points)

### **1<sup>st</sup> Stage - Administrative Compliance**

Admin compliance will cover all the requirements as per the bid document, which include review of the completion of all document submission of all compulsory required information, and adherence to the tender.

- Bidders must attend the compulsory site briefing as indicated above. Tenderers who do not attend the compulsory pre-bid meeting/site meeting will be disqualified. The attendance register must be completed and will be used as proof of the bidders' attendance.
- Bidders must duly complete and sign all Standard Bidding Documents (SBD 1, SBD 3.3, SBD 4, and SBD 6.1), which form part of the tender document.
- In the case of joint ventures and consortia, a detailed agreement must be attached as part of the submitted tender document, which must be signed by all parties to the agreement detailing the percentage (%) split between the parties and portion/s of work to be shared.
- Bidders must duly complete and sign the General Conditions of Contract.

### **2<sup>nd</sup> Stage – Pre-Qualification**

The following prequalification criteria apply:

- Submit a Valid Letter of Good Standing (COIDA) – Department of Labour
- Minimum Public Liability Insurance of R10 million (Copy to be submitted with the bid by closing date)
- The security company must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). As proof thereof, provide the Company with a valid Letter of Good Standing from the Private Security Industry Regulatory Authority (PSIRA).
- Company director/s to submit a valid membership with the Private Security Industry Regulatory Authority (PSIRA), either Grade A or B.
- An original/certified copy of a valid Provident Fund certificate from the Private Security Sector Provident Fund.

**NB:** Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified from further evaluation.

### 3<sup>rd</sup> Stage Functionality

The following Functionality points will apply during the evaluation and as such, the Bidder must please refer to it in compiling their submission:

FUNCTIONALITY & CAPABILITIES			
1. EXPERIENCE OF THE TENDERING ENTITY FOR RENDERING SECURITY SERVICES	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINT SCORED
<p><b>Company profile demonstrating years of active experience specifically in security services rendered in an environment similar to the AIDC &amp; its entities (e.g., Business Parks, Manufacturing, Production, etc). Bidders to indicate the years in which they have been rendering security services (this refers to the years in security operations and not the year of company registration).</b></p> <ul style="list-style-type: none"> <li>• 5 + years' experience = <b>15 points</b></li> <li>• 3 less than 5 years' experience = <b>10 points</b></li> <li>• 2 less than 3 years' experience = <b>5 points</b></li> <li>• 1 less than 2 experience = <b>3 points</b></li> <li>• Less than 1 year experience = <b>0 points</b></li> </ul> <p><b>Contactable references:</b></p> <ul style="list-style-type: none"> <li>○ 5 x Reference Letters, with corresponding award letter/s or Purchase order <b>(15 points)</b></li> <li>○ 4 x Reference Letters, with corresponding award letter/s or Purchase order <b>(12 points)</b></li> <li>○ 3 x Reference Letters, with corresponding award letter/s or Purchase order <b>(9 points)</b></li> <li>○ 2 x Reference Letters, with corresponding award letter/s or Purchase order <b>(6 points)</b></li> <li>○ 1 x Reference Letter, with corresponding award letter/s or Purchase order <b>(3 points)</b></li> <li>○ No Reference Letter, with corresponding award letter/s or Purchase order <b>(0 Points)</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Detailed Company Profile company's years of experience in the security industry.</b></li> <li>• <b>Signed copies of reference letters with current contact details on the company letterhead confirming similar work as per tender scope.</b></li> <li>• <b>Bidder to attach award letter/or Purchase order to each reference letter, which details the amount of the contract, and the period awarded</b></li> </ul> <p><b>NB: AIDC/GGDA reserves the right to contact these references directly and without your intervention, and if your reference does not confirm the information provided, the reference letter will not be considered.</b></p>	<b>30</b>	

2. CAPACITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINT SCORED
<p>➤ <b>1 Site Manager,</b></p> <ul style="list-style-type: none"> <li>• &gt; 5 years' Experience in Security as the site Manager, Matric/Grade 12, registered with PSIRA Grade A, with Certificate in Security Management or a three-year Diploma = <b>10 points</b></li> <li>• 3 to 5 years' Experience in Security as the site manager, Matric/Grade 12 registered with PSIRA Grade A, with Certificate in Security Management or a three-year Diploma = <b>5 points</b></li> <li>• &lt; 3 years' experience = <b>0 points</b></li> </ul> <p><b>NB: Only CVs that meet the abovementioned criteria will be considered for evaluation; no points will be awarded if the CV does not meet the abovementioned requirements.</b></p>	<ul style="list-style-type: none"> <li>• Provide <b>comprehensive CVs and certified copies of qualifications/certificates of personnel to be dedicated to the AIDC contract (1 Site Manager Grade A).</b></li> </ul>	10	
<p>➤ <b>Shift Supervisors</b></p> <ul style="list-style-type: none"> <li>• Ten CVs of Security Officers with PSIRA Grade B, Matric/Grade 12 with &gt;5 years and above relevant experience as a Shift Supervisor - <b>10 points</b></li> <li>• Eight CVs Security Officers with PSIRA Grade B, Matric/Grade 12 with &gt;5 years relevant experience as a Security Officer - <b>8 points.</b></li> <li>• Six CVs Security Officers with PSIRA Grade B, Matric/Grade 12 with &gt;5 years relevant experience as a Security Officer - <b>6 points.</b></li> <li>• Four CVs Security Officers with PSIRA Grade B, Matric/Grade 12 with less than &gt;5 years relevant experience as a Security Officer - <b>4 point</b></li> <li>• Two CVs Security Officers with PSIRA Grade B, Matric/Grade 12 with less than &gt;5 years relevant experience as a Security Officer - <b>2 point</b></li> </ul> <p><b>Note: Experience of less than 5 years will not be allocated points.</b></p>	<ul style="list-style-type: none"> <li>• The Service provider must demonstrate the capacity to provide <b>Shift Supervisors with 5 or more years of Experience registered with a PSIRA Grade B certificate.</b></li> <li>• Evidence to be provided: <b>A comprehensive CV together with certified copies of qualifications/certificates with a PSIRA certificate.</b></li> </ul>	10	

<p>➤ <b>Security guards available to service the AIDC in relation to the project (General operations capacity – Security Guards of the company)</b></p> <ul style="list-style-type: none"> <li>• &gt;25 security guards employed by the company with PSIRA grade C (excluding any other staff other than the security guards). = <b>10 points</b></li> <li>• 20 to 24 security guards employed by the company with PSIRA grade C (excluding any other staff other than the security guards). = <b>5 points</b></li> <li>• 15 to 19 security guards employed by the company with PSIRA grade C (excluding any other staff other than the security guards). = <b>3 points</b></li> <li>• &lt; 15 security guards employed by the company with PSIRA grade C (excluding any other staff other than the security guards). = <b>0 point</b></li> </ul>	<ul style="list-style-type: none"> <li>• The bidder must submit a list of security guards registered with PSIRA under the employment of the company who are readily available or can be allocated for this project. The list must indicate the guard's name, ID Number, and the PSIRA registered grade. The list should be retrieved from the PSIRA website</li> </ul>	10	
<p>➤ <b>COMPANY VEHICLES</b></p> <p>The service provider must provide the necessary vehicles with armed guards specifically for the AIDC Contract:</p> <ul style="list-style-type: none"> <li>• 5 x One Ton Bakkie or equivalent vehicles– <b>10 points</b></li> <li>• 4 x One Ton Bakkie or equivalent vehicles – <b>5 points</b></li> <li>• Les than 4 One Ton Bakkie or equivalent vehicles – <b>0 points</b></li> </ul> <p><b>NB: Only Bakkies will be considered as they are the only vehicles required on sites. One Ton Bakkie or equivalent, fitted with canopies and patrol light.</b></p>	<ul style="list-style-type: none"> <li>• Bidder to provide proof that they have the vehicles/capacity available to service the AIDC as per tender scope – proof of company-registered vehicles and/or proof of lease for Leased Vehicles to be submitted.</li> </ul>	10	
<p>➤ <b>Firearm competency and licenses</b></p> <ul style="list-style-type: none"> <li>• Originally certified copy of valid (from SAPS) Firearm Competency Certificates for 10 guards = <b>10 points</b>.</li> <li>• Valid firearm licenses for 5 Firearms (Company) = <b>5 points</b>.</li> <li>• No documents provided or below 5 Firearms Competency Certificates = <b>0 points</b></li> </ul>	<ul style="list-style-type: none"> <li>• Provider certified copies of competency firearms for the Grade C Security Guards (from SAPS)</li> <li>• Certified the Company's licenses</li> </ul>	10	



3. OPERATIONAL PLAN AND WORK PROGRAMME	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINT SCORED
<p>➤ <b>Plan and work programme</b></p> <ul style="list-style-type: none"> <li>- Guarding and deployment of guards <b>(1 point)</b></li> <li>- Registering and controlling visitors (All Site Access control) Event security <b>(1 point)</b></li> <li>- All Site surveillance through CCTV in observation rooms <b>(1 point)</b></li> <li>- Building access control, controlling of persons moving in all Site <b>(1 point)</b></li> <li>- Deploying and controlling of Patrolling guards <b>(1 point)</b></li> <li>- Offsite Armed response team <b>(1 point)</b></li> <li>- All Site remote offsite monitoring <b>(1 point)</b> i.e. the Control Room of the Service Provider providing back-up monitoring of specific site cameras <b>(1 point)</b></li> <li>- Overseeing the execution of protection of All Site <b>(1 point)</b></li> <li>- Remedial response on Threats and Incidents <b>(1 point)</b></li> </ul> <p><b>Plan to include the following points, as mentioned under the ‘Scope of Work’:</b></p>	<ul style="list-style-type: none"> <li>• Detailed proposal on how the bidder proposes to execute the contract as per the scope of work, bearing in mind the Four Sites of AIDC. A detailed operational plan on how the sites would be managed and controlled during the rendering of security services. The plan must clearly describe the following elements</li> </ul>	10	
4. BANK RATING	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINT SCORED
<p>➤ <b>Bank rating Letter</b></p> <p><b>Bank rating letter stamped within 3 months of the closing date of this tender and signed by the issuing institution and supporting audited financial statements for the past 3 years, or since the date of establishment, during the past 3 years.</b></p> <ul style="list-style-type: none"> <li>• Bank Code A = <b>(10.0 points)</b></li> <li>• Bank Code B = <b>(7.0 points)</b></li> <li>• Bank Code C = <b>(4.0 points)</b></li> <li>• No Bank Code or Bank Code below a C = <b>(0 points)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Bidder must attach the tendering entity’s Bank stamped (physical or e-stamped) and signed Bank Rating Letter Bank rating letter stamped within 3 Months of the closing date</li> <li>• AIDC reserves the right to validate the bank letter and report any misrepresentation to the Bank and Treasury</li> </ul>	10	

<b>Total score</b>	<b>100</b>	
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**NB: The minimum threshold for the functionality evaluation is 70 Points. The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.**

#### **4th Stage – Price and special goals**

**All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.**

**The GGDA will apply the 80/20 Preference Point System in accordance with Regulation 4 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.**

**The points will be allocated as follows:**

<b>PREFERENCE POINT SYSTEM</b>	<b>POINTS</b>
Price	<b>80</b>
Specific Goals (refer to requirements below)	<b>20</b>
<b>Total points for Price and Preference Points</b>	<b>100</b>

#### **Specific Goals Requirements:**

	<b>Preferential Procurement Goals</b>	<b>Yes/NO</b>	<b>Weight = 20 points if R50 000 000 and less</b>
		<b>Number of Points</b>	
1	B-BBEE Status Level of Contributor 1	20	
2	B-BBEE Status Level of Contributor 2	15	
3	B-BBEE Status Level of Contributor 3	10	
4	B-BBEE Status Level of Contributor 4	5	
	<b>TOTAL POINTS</b>	<b>20</b>	
	<b>PRICE</b>		<b>= 80 points if R50 000 000 and less</b>
	<b>TOTAL PREFERENTIAL PROCUREMENT GOALS &amp; PRICE</b>		<b>100</b>

**THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.  
VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Tenderers are required to submit proof of their B-BBEE Status Level of Contributor to substantiate their B-BBEE rating claims. Failure to comply with the following requirements will result in the bidder forfeiting B-BBEE preference points:

1. An Exempted Micro Enterprise (EME) is required to submit a valid sworn-affidavit confirming their annual total revenue of R10 million or less and level of black ownership.
2. A Qualifying Small Enterprise (QSE), which is at least 51% black owned, is required to submit a valid sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership.
3. A Qualifying Small Enterprise (QSE) which is less than 51% black owned is required to submit a valid B-BBEE Status Level Verification Certificate including a valid sworn-affidavit declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end.
4. Bidders who do not qualify as EMEs and QSEs as outlined above must submit valid BBBEE Status Level Verification Certificates.
5. Public entities and tertiary institutions must submit valid BBBEE Status Level Verification certificates.
6. A trust, consortium, or joint venture must submit a valid consolidated B-BBEE status level verification certificate for every separate bid.

**Please note:**

- B-BBEE Status Level Verification Certificates must be issued by an Agency accredited by SANAS and must be valid
- Sworn Affidavits for (EME's and QSE's) as outlined in 1 and 2 above must be submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) format or Companies and Intellectual Property Commission (CIPC) format which can be found on the respective DTIC and/or CIPC websites.
- Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963

**VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee> default.
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.

**FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2ND ENVELOP)**

**SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

Name of bidder.....Bid number: GGDA/02/2025-26/AIDC SECURITY

Closing Time: 11:00

Closing date: 08 AUGUST 2025

**PRICING TABLE: AUTOMOTIVE SUPPLIER PARK & ASP PERIMETER (SITE 1), 2 SHIFTS (12 HRS PER SHIFT)**

ITEM	ITEM DESCRIPTION	GRADE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	PRICE PER MONTH (EX VAT)	YEAR 1 (EX VAT)	YEAR 2 (EX VAT)	YEAR 3 (EX VAT)
1	Labour cost for Security officers Day and Night Shift (Monday to Sunday), <b>Armed</b>	Grade C	Per Person	6	R	R	R	R	R
2	Labour cost for Supervisors Day and Night Shift (Monday to Sunday) <b>Armed</b>	Grade B	Per Person	3	R	R	R	R	R
3	Labour cost for Security officers, Day Shift (Monday to Sunday) <b>Unarmed</b>	Grade C	Per Person	39	R	R	R	R	R
4	Security Site Manager	Grade A	Per Person	1	R	R	R	R	R
5	Hand Cuffs	N/A	Each	5	R	R	R	R	R
6	Hand Radio	N/A	Each	20	R	R	R	R	R
7	Torches	N/A	Each	10	R	R	R	R	R
8	Panic buttons	N/A	Each	6	R	R	R	R	R
9	Non-lethal self-defense device. (Taser, Stung Gun or Similar)	N/A	Each	3	R	R	R	R	R

10	Handheld Visitors' license disc scans. The scan to come with a visitor's software	N/A	Each	3	R	R	R	R	R
11	Handheld security metal detector scanner (rechargeable).	N/A	Each	5	R	R	R	R	R
12	One-ton Patrol Vehicle / Bakkie with a tracker and fitted movable spotlight	N/A	Each	4	R	R	R	R	R
13	Security patrol clocking points	N/A	Each	30	R	R	R	R	R
14	Security patrol clocking sticks with the ability to generate reports	N/A	Each	5	R	R	R	R	R
15	Operational Costs	N/A	Month	-	R	R	R	R	R
16	5-Armed Security Tactical team response in case of emergency, cost per day	Grade C	Day	-	R	R	R	R	R
<b>SUB - TOTAL</b>						<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT 15%</b>						<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL</b>						<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>GRAND TOTAL (Y1+Y2+Y3)</b>						<b>R</b>			

**PRICING TABLE: GAUTENG AUTOMOTIVE LEARNING CENTRE (SITE 2), 2 SHIFTS (12 HRS PER SHIFT)**

ITEM	ITEM DESCRIPTION	GRADE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	PRICE PER MONTH (EX VAT)	YEAR 1 (EX VAT)	YEAR 2 (EX VAT)	YEAR 3 (EX VAT)
1	Labour cost – Day and Night shift Security officers (Monday to Sunday) Unarmed	Grade C	Per Person	12		R	R	R	R
2	Labour cost - Day and Night shift Security officers (Monday to Sunday) Unarmed	Grade B	Per Person	3		R	R	R	R
4	Hand Cuffs	-	Each	5		R	R	R	R
5	Hand Radio	-	Each	6		R	R	R	R
6	Torch	-	Each	6		R	R	R	R
7	Panic buttons	-	Each	10		R	R	R	R
8	Non-lethal self-defense device. (Taser, Stung Gun or Similar)	-	Each	3		R	R	R	R
9	Handheld security metal detector scanner (rechargeable).	-	Each	2		R	R	R	R
10	Security patrols clocking points	-	Each	10		R	R	R	R
11	Security patrol clocking sticks with ability to generate reports.		Each	1		R	R	R	R
12	Operational Cost	N/A	Month	-		R	R	R	R

<b>SUB - TOTAL</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT 15%</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>GRAND TOTAL (Y1+Y2+Y3)</b>	<b>R</b>			



**PRICING TABLE: POWER CABLE – THESE SERVICES WILL BE REQUIRED AS AND WHEN ,2 SHIFTS (12 Hrs Per Shift)**

ITEM	ITEM DESCRIPTION	GRADE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	PRICE PER MONTH (EX VAT)	YEAR 1 (EX VAT)	YEAR 2 (EX VAT)	YEAR 3 (EX VAT)
1	Labour cost -Security officers Day and night Shift (Monday to Sunday) Armed	Grade C	Per Person	6	R	R	R	R	R
2	Hand Cuffs	N/A	Each	3	R	R	R	R	R
3	Panic buttons	N/A	Each	2	R	R	R	R	R
4	Operational Cost	N/A	Month	-	R	R	R	R	R
SUB - TOTAL						R	R	R	R
VAT 15%						R	R	R	R
TOTAL						R	R	R	R
GRAND TOTAL (Y1+Y2+Y3)						R			

## **PRICING TABLE: WINTERVELDT ENTERPRISE HUB (SITE 3 ) –2 SHIFTS**

The tenderer must sub-contract 30% of the work to a local registered security company as a subcontractor at Winterveldt Enterprise Hub (WEH), Molefe Makinta & Bushveld Road, Winterveldt, for 3 years. Proof of sub-contracting agreement must be submitted upon appointment with the following compliance documents.

- Valid PSIRA registration for both Director/s and Company
- List of Personnel required with proof of PSIRA registrations (residing at Winterveldt)
- CSD registration
- BBBEE or Sworn Affidavit
- SARS- Tax PIN

ITEM	ITEM DESCRIPTION	GRADE	UNIT OF MEASURE	QUANTITY	UNIT PRICE	PRICE PER MONTH (EX VAT)	YEAR 1 (EX VAT)	YEAR 2 (EX VAT)	YEAR 3 (EX VAT)
1	Security officers Day and night Shift (Monday to Sunday)	Grade C	Per Person	9	R	R	R	R	R
2	Day Shift Supervisor (Monday to Sunday)	Grade B	Per Person	1	R	R	R	R	R
3	<b>5-Armed</b> Security Tactical team response in case of emergency, cost per day	Grade C	Day	-	R	R	R	R	R
4	Hand Cuffs	-	Each	2	R	R	R	R	R
5	Hand Radio	-	Each	2	R	R	R	R	R
6	Torches	-	Each	2	R	R	R	R	R
7	Panic buttons	-	Each	2	R	R	R	R	R
8	Non-lethal self-defense device. (Taser, Stung Gun or Similar)	-	Each	2	R	R	R	R	R

9	Security patrol clocking points	-	Each	5	R	R	R	R	R
10	Security patrol clocking sticks with ability to generate reports.	-	Each	2	R	R	R	R	R
11	Operational Cost	-	Month	-	R	R	R	R	R
<b>SUB - TOTAL</b>							<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT 15%</b>							<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL</b>							<b>R</b>	<b>R</b>	<b>R</b>
<b>GRAND TOTAL (Y1+Y2+Y3)</b>							<b>R</b>		

**NB : THE SERVICE PROVIDER MUST PROVIDE AIDC WITH MONTHLY VEHICLE TRACKER PATROL REPORT.**

**\*The AIDC reserve the right to determine the quantity of armed guards.**

Detailed costing can be provided to substantiate the pricing schedule. This pricing must include all costs and escalations for the duration of the contract.

Labour cost to be in line with security sectoral determination, increase to be kept at 8% per annum, this will be reviewed in line with the approved sectoral determination increase.

## **AS AND WHEN SERVICES**

### **NOTE:**

- All costs must be included on the Bid Price, including travel, subsistence, and all taxes where applicable, etc.
- Important: If there are any exclusions or added services, those must be indicated.
- Prices that are quoted subject to confirmation will not be considered.

\_\_\_\_\_  
Signature of Service Provider

\_\_\_\_\_  
Date

Detailed costing can be provided to substantiate the Pricing Schedule. This pricing must refer to the proposed implementation plan.

# **PART B**

# **DECLARATION OF INTEREST**

## 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 State institution

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

- 2.2.1 If so, furnish particulars:

.....

<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.

.....

2.3 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.
- 3.5 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.

---

<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.

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**

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION  
PROGRAMME (CHOOSE ONLY IF APPLICABLE)**

**This document must be signed and submitted together with your bid**

## **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - a) Any single contract with imported content exceeding US\$10 million.
  - Or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. Or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.



2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number</b> _____	<b>Closing Date</b> _____
<b>Name of Bidder</b> _____	
<b>Postal</b> _____	<b>Address</b> _____
_____	
<b>Signature</b> _____ <b>Name</b> _____ <b>Date</b> _____	

# **PART C – PREFERENCE POINT SYSTEM**

## 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

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

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

## 80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	20	
B-BBEE Status Level of Contributor 2	15	
B-BBEE Status Level of Contributor 3	10	
B-BBEE Status Level of Contributor 4	5	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	N/A	
The tenderer must be an entity which is at least 51% owned by black people who are women.	N/A	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black	N/A	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
people.		
<b>TOTAL POINTS FOR SPECIAL GOALS</b>	<b>20</b>	

#### 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: .....

.....

.....

.....



# PART D

## **D1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods, or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## **2. Interpretation**

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention: -
- 2.2 An expression which denotes
- any gender includes the other gender;
  - a natural person included an artificial or juristic person and vice versa;
  - the singular includes the plural and vice versa;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
- 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
- 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
- 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
- 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfilment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

#### Bidder's Information

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

## **D2: GENERAL CONDITIONS OF CONTRACT (GGDA)**

### **NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

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

## GENERAL CONDITIONS OF CONTRACT (GGDA)

### 1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the 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 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 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “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.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “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 service provider 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.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 "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 client 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 service rendered shall conform to the standards mentioned in the bidding documents and specifications.

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

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.



- 5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.
- 5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

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

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client;
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Delivery and Documents**

- 8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.
- 8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

- 9.1 The service rendered 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.

## **10. Transportation**

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

## **11. Incidental Service**

- 11.1 The service provider 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 rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance, supervision, or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the 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.

- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## **19. Penalties**

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract; or
  - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 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.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

- 20.7 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.

## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

## **22. Termination for insolvency**

- 22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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 client.

## **23. Settlement of Disputes**

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 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 client shall pay the service provider any monies due the service provider.

**24. Limitation of liability**

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

- (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, 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

**25. Governing language**

25.1 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

**26. Applicable law**

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

**27. Notices**

27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice

27.2 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.

**28. Taxes and duties**

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 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.

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

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

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED – if not fully completed and signed, bidder will be disqualified on admin stage)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

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**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER**

---

**VAT REGISTRATION NUMBER**

---

**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON:**

---

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER :** \_\_\_\_\_

**CELLPHONE NUMBER:** \_

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**E-MAIL:**

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**TYPES OF BUSINESS:**

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**PRINCIPAL BUSINESS ACTIVITIES:**

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# **ANNEXURE A**

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**DOWNLOADABLE ON TREASURY WEBSITE**



