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Groutville KwaZulu - Natal
South Africa
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website: www.luthulimuseum.org.za

an agency of the
Department of Sport, Arts and Culture

LM02/2024/01

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE NUMBER	
EMAIL ADDRESS	
NATIONAL TREASURY CSD NUMBER	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

TENDER BOX LUTHULI MUSEUM

CLOSING DATE: 30 SEPTEMBER 2024

CLOSING TIME: 13H00 PM

PROFESSIONAL SECURITY SERVICES

LM02/2024/01

GENERAL TENDER INFORMATION

TENDER CLOSING DATE : 30 SEPTEMBER AT 13H00PM

CONTRACT PERIOD : 3 YEARS (36 MONTHS)

TENDER SUBMISSION : TENDER BOX, THE LUTHULI MUSEUM, 3233 NOKUKHANYA LUTHULI STREET
GROUTVILLE, KWADUKUZA, 4450

**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES AT LUTHULI MUSEUM
FOR THE PERIOD OF 3 YEARS (36 MONTHS)**

LM02/2024/01

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PART 1: PREFACE INFORMATION

1. INTRODUCTION

The Luthuli Museum invites tenders for the appointment of service provider to provide Security Guarding Services at the Luthuli Museum for a period of 3 Years (36 months) with 02-day shift Security Officials and 02-night shift Security Officials, inclusive of public holidays and weekends. Security Services to be rendered to The Luthuli Museum Groutville, KwaDukuza.

The successful bidder is also hereby informed to provide Adhoc Security Services for the Luthuli Museum Events as and when required, but this will be separately quoted for.

The Successful bidder should have an official KwaZulu-Natal based office within a radius of 100 km from the Luthuli Museum premises, and have satellite offices within the iLembe District, which will be inspected by the Client Representatives, prior to the awarding of the Security Services contract.

2. GENERAL

The Luthuli Museum requires the services as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

1. The conditions contained in the attached document apply.
2. The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain relating to any bid other than that that shown on the cover of the envelope.
3. Bids cannot be submitted by post or email. The Bid must still reach this office before the closing date and time. No Couriered bid documents will be accepted. Failure to do so may invalidate the bid.
4. The closing date and time of the bid is clearly stated on SBD1 form.
5. The attached forms, if completed in detail and returned will form part of your bid.
6. Bidders must submit One (1) original hard copies of the proposal inside an envelope marked "Original proposal" and four (4) copies marked "copy"

2.1 Tender Format

Tender Numbering Format must be adhered to. Compliance or Non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or Alternative Product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of The Luthuli Museum

2.2 Validity Period

The validity period is Ninety (90) days and is calculated as from the closing date of the request.

2.3 Contractual Implications

After awarding the Tender, this proposal together with its Tender terms, Conditions and Specifications will constitute a binding contract between The Luthuli Museum and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter. Luthuli Museum has the right not to award the tender.

2.4 Awarding of Contract

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient, and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent, and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of The Luthuli Museum, to one or more concerns on a non-exclusive basis.

Proposals / tenders that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. The Luthuli Museum may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. The Luthuli Museum may also request a demonstration, and bidders must comply with such a request within 24 hours.

3. BID NOTICE

Bid Number: LM02/2024/01

Bid Description: Provision of 24-Hour Professional Security Services for a period of Three (3) Years

Name of Institution: The Luthuli Museum

Place where work or services are required: The Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, KwaZulu Natal

Closing Date / Time: 30 September 2024 13h00

Enquiries:

Any enquiries regarding the bidding procedure or technical information may be directed to:

Supply Chain Officer

Tel number: 032 559 6822/3/4,

Email: scmofficer@luthulimuseum.org.za

Briefing Session

A compulsory briefing session will be held on:

Date: 10 September 2024

Time: 11:00am

Venue: Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, KwaZulu-Natal

Where bids should be delivered:

Bidders must submit One (1) original, hard copy of the proposal marked “Original proposal and, 1 clearly labelled USB which MUST consist of the scanned copy, in the same format of original proposal inside a padded envelope.

All documents accompanying this request must be completed in detail where applicable and sealed in an envelope clearly marked with the bid/tender number and placed in the bid box before closing time. The bid box is situated at:

Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, 4450

The envelopes must be addressed to:

The Supply Chain Management Luthuli Museum and clearly marked.

“APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES AT THE LUTHULI MUSEUM FOR A PERIOD OF 3 YEARS (36 MONTHS) – Tender No. LM02/2024/01” with the Bidder’s name below that.

Where bid documents can be obtained from the following online sites:

Luthuli Museum website: www.luthulimuseum.org.za

National Treasury - eTender Portal

REQUEST FOR BID (RFB) FOR THE PROVISION OF SECURITY SERVICES AT LUTHULI MUSEUM FOR THE PERIOD OF 3 YEARS (36 MONTHS)

1. Kindly furnish the Museum with a bid for services shown on the attached forms.
2. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this request, are applicable.
3. No late bid will be considered. Bid received after closing date and time are late and will as a rule not be accepted for consideration.
4. Faxed, emailed bids will not be considered, only hand delivered bids deposited into the designated tender box before the closing date and time will be accepted.
5. It is the responsibility of the bidder to ensure that the company is registered on the National Treasury Central Supplier Database as a service provider.

CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Luthuli Museum. The bidder also agree that the financial standing may be examined as part of the inspection.

6. BID EVALUATION QUALIFICATION REQUIREMENTS

The bid will be evaluated in three stages as follow: -

Stage 1 : Compliance and Responsiveness to the Administrative Requirements

The following should be returnable together with the request: -

- 6.1 Company Profile
- 6.2 3 Reference Letters on a Company or Organisation's Letterhead with Contactable References
- 6.3 Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- 6.4 Valid SARS Tax Pin (Compliance Certificate from SARS)
- 6.5 Proof of Grades for Security Guards
- 6.6 B-BBEE Certificate or Swon Affidavit (Valid at the time of closure of the request)
- 6.7 All SBD Forms must be completed, signed, and certified where applicable.

Mandatory Requirements

- 6.8 Six months Certified copy of a valid and current Private Security Industry Regulatory Authority (PSIRA) registration certificate/ Letter of Good Standing for Company, Bidder and Members.
- 6.9 Six months Certified copy of a valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate.

Stage 2 : Technical Functionality Requirements

Bidders passing compliance and responsiveness will thereafter be evaluated on Functionality as per PPPFA.

Functionality 100 Points

Minimum threshold to be attained by the bidder 70 Points.

Stage 3 : Preferential Point System

Bidders passing the minimum Functionality threshold will thereafter be evaluated on preferential point system as per the PPPFA.

THE 80/20 PREFERENTIAL POINT SYSTEM IS APPLICABLE TO THIS REQUEST.

The maximum points for this tender are allocated as follows: -

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific Goals	100

4. CHECK LIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & submitted
1	SBD1	Invitation to tender	To be completed in full	
2	SBD2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN for Luthuli Museum to Verify	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD 3.3	Pricing Schedule – Professional Services	To be completed in full	
5	SBD4	Declaration of Interest	To be completed in full	
6	SBD6.1	Preference points claim form	To be completed in full You must submit a Sworn affidavit.	
7	SBD 7.2	Contract Form- Rendering of Services	To be completed in full	
8	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
9	SBD9	Certificate of Independent Bid Determination	To be completed in full	
10	TOR	Terms of Reference	To be read and applied	
11		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
12	GCC	General conditions of Contract	Initial each page	
13		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.	
14		PSIRA Accreditation	Accreditation/Certificate to be submitted	
15		Proposal NB. Technical Threshold – 70%	To be compiled and submitted in line with requirements of the Terms of Reference	
16		Bid Invitation	1 Original and 1 USB in padded envelope	

Additional Notes:

1. Check list to be completed and attached to the proposal
2. Incomplete documents will be regarded as non-responsive
3. All forms to be completed in black ink
4. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialling the change
5. No late quotations / bids will be accepted
6. Appointed Service Provider must ensure that Security Screening & Clearance for Security Guards is attained and submitted to Luthuli Museum prior to commencement of contract.
7. The Luthuli Museum reserves the right to award any bid in whole or in part and does not bind itself to award the lowest bidder.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....

.....

NAME:

TITLE:

DATE:



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an agency of the
Department of Sport, Arts and Culture

LUTHULI MUSEUM
3233 Nokukhanya Luthuli Street
Groutville
KWADUKUZA
4450

SITE SPECIFICATIONS
PROVISION OF SECURITY GUARDING SERVICES FOR THE LUTHULI MUSEUM FOR A PERIOD OF THREE YEARS

1. SERVICE REQUIREMENTS

ITEM NO	DESCRIPTION	COMPLIANCE	REMARKS/DEVIATION
		YES/NO	
1.1	<p>Services Required</p> <p>A twenty-four-hour security service is required including weekends and Public Holidays during the term of the contract.</p>		
1.2	<p>Security Requirements</p> <p>(a) Day shift two (X2) Grade C. Security officers from 06:00 to 18:00 Including weekends and public holidays to patrol the grounds and buildings of the Museum.</p> <p>(b) Night shift two (X2) Grade C. Security officers from 18:00 to 06:00 Including weekends and public holidays and to patrol the grounds and buildings of the Museum.</p>		

	The guards (night and day shifts) must be armed with a serviced functioning weapon licensed to the contractor. Such a weapon shall be serviceable.38 revolver or 9mm pistol with a fully loaded magazine/chamber plus an additional 20 rounds of ammunition carried on his/her person. Armed security officers deployed at the Luthuli Museum must be competent in handling and use of firearms with an appropriate certificate to this effect being held by the contractor. An armed security officer on duty is to be in possession of a valid firearm permit issued by, and to the cost of, the contractor.)		
1.3	Security Officers must be able to read, write and speak English adequately and be able to exercise effective access/egress control.		
1.4	It is the responsibility of the successful contractor to see that personnel in his service and especially those employed for the rendering of service must always meet the requirements. Failure to meet any of these requirements may results in the termination of the contract. All possible steps shall be taken by the contractor to ensure that the execution of this agreement takes place.		
2 CONFIDENTIALITYAND VETTING			
2.1	All security personnel as well all personnel and management involved with the security services for the Luthuli Museum shall at the commencement of this agreement sign a CONFIDENTIALITY declaration and submit the declaration to the Director: Luthuli Museum		
2.2	All security personnel, directors, and the Company itself shall be subjected to vetting/security screening ; this will be done before and after the contract has been awarded.		

3 PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)			
3.1	The contractor must be registered in terms of the Private Security Industry Regulatory Authority Act (Act 56 of 2001). A proof thereof, a copy of registration must be attached with the tender. All security officers that the contractor supplies to render the service must be registered as security officers in terms of the Private Security Industry Regulatory Authority Act (Act 56 of 2001).		
3.2			
3.3	For the purpose of this contract, use will be made of the relevant category of Security Officers as defined in the order in terms of Section 61A(2) of the Labour Relations Act, 1956, as published by Government Gazette No. 10933 dated 25 February 2000. A copy of the registration certificates in respect of all Security Officers must be attached with the bid document as part of the contract.		
3.4			
3.5	The contract shall, to ensure the continuity of the service to be rendered, in case of strike, allocate specific supervisor on site for the duration of the contract. All security officers supplied to render the service must be trained according to the standards set by (PSIRA), and from the accredited training centre. The security officers must understand and be able to implement the Control of Access to Public Premises and Vehicles Act no.53 of 1985, and all relevant legislations.		
3.6			
3.7			
4. DUTIES OF SECURITY GUARDS			
4.1 ACCESS CONTROL			
4.1.1	Purpose: The purpose of access control is to prevent the unauthorized access of persons and the bringing in of any dangerous objects on to the Luthuli Museum property to safeguard the people, the property, and the premises.		
4.1.2			

4.1.3	Protect Luthuli Museum information against any infringement / leakage to third parties.		
4.1.4	Controlling or reporting on movement persons at access control and on in the premises,		
4.1.5	Ensure that security registers are up to date and always kept legible and neat, Escort employees, visitors, contractors where necessary.		
4.2	PERSONAL CONDUCT		
4.2.1	Security Guards are prohibited to bring to work any facilities other than those required for the execution of their duties.		
4.2.2	Security Guards shall report on duty on time that is required by the Luthuli Museum,		
4.2.3	Security Guards found guilty of any offence stipulated in this agreement shall be removed from site immediately ,		
4.2.4	Security Guards should avoid any conflict with staff members or members of the public.		
4.2.5	Security Guards that are under the influence of any intoxication substances cannot be allowed on site.		
4.2.6	Security Guards found sleeping on duty will be disciplined and subsequently removed from site for repeating similar offence		
ITEM NO	DESCRIPTION	TAKE NOTE YES/NO	REMARKS/DEVIATION
5.	RIGHT AND OBLIGATION		
5.1	To safeguard the premises and or vehicles and the contents thereof as well as the people therein or thereon the Contractor must do this by: The <u>application</u> of the Control of Access to Public Premises and Vehicles Act 53 of 1985 , Section 2, 3 and 4		

5.2	<p>Whilst conducting access control the employees of the contractor must ensure that:</p> <p>No property of the Luthuli Museum is removed from the premises without a proper letter of authorization issued and signed by the Director or a person authorized by the management of said premises</p>		
	<p>No official vehicle of the Luthuli Museum may be removed from the premises without a properly signed and completed trip authorization by a person authorized by the management of said premises</p>		
5.3	<p>All dangerous weapons, firearms (brought in the premises) must be declared and locked away in safes provided</p>		
6. MAIN GATE ACCESS CONTROL			
6.1	<p>Access control must always be applied at the main gate.</p>		
6.2	<p>Control the flow of vehicles and pedestrians to and from the premises.</p>		
6.3	<p>Only the following vehicles may be allowed through the main gate into the premises of the Museum:</p> <ul style="list-style-type: none"> • Vehicles belonging to the Museum. • Personnel including the Council of the Luthuli Museum and any other authorized person or visitor. • Private (authorized) / Contractors (authorized) 		
6.4	<p>After hours, personnel by means of their identification (ID cards) may be permitted on the premises as authorized by the Director and this applicable during Public Holidays and weekends as well.</p>		
7. PATROLS ON SITE			
7.1	<p>During patrols the security person must take notice of any irregularities which may occur, make an entry in the occurrence</p>		

	book and report it to his supervisor to handle it, or call for assistance by means of his two-way radio.		
7.2	Irregularities which may occur are: - Unauthorized persons entering the premises - Person in the act of committing theft, vandalism or any of the Criminal Procedure Act, 51 of 1977		
7.3	Security breaches by means of open doors etc. (all external doors) must also be noted in the occurrence book and reported to the security firm's Supervisor. All serious incidents must immediately be reported to the Director of the Luthuli Museum to deal with the matter.		
8. OCCURRENCE BOOK			
8.1	Purpose: The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.		
8.2 COMPULSORY OCCURANCE – BOOK ENTRIES: The Security Personnel on duty make the following entries in the occurrence book:			
8.2.1	All listed routine procedures such as patrols undertaken, handing-over of shifts, parades, etc. Mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink		
8.2.2	All occurrences however important, slight, or unusual with reference to the correct time and relevant actions taken		
8.2.3	The issue and/or receipt of keys , indicating the time and by whom they were received or delivered		
8.2.4	The unlocking of doors or gates , indicating the time and by whom locked or unlocked		
8.2.5	The handing-over of shifts mentioned all names of all shifts personnel and accompanying equipment as aids. In this case,		

8.2.6	<p>personnel taking over as well as personnel handing-over must sign the entries</p> <p>Occurrence book read: After the taking-over of shift, the Security Officer must make an entry declaring that he has read the occurrence-book to acquaint him/ herself with events that occurred during the previous shift</p>		
8.2.7	<p>All visits by supervisors and top management: These entries must be made in red ink</p>		
8.2.8	<p>Officials of the State shall pass on in writing, all additional requests in respect of the rendering of the service</p> <p>NB: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side. Occurrence books should be supplied by the Private Security Company for the period of the contract.</p>		
8.2.9	<p>Storage of occurrence books: Fully completed occurrence books will be stored on site for a period of twelve months and thereafter handed over to the Luthuli Museum Director. The contractor will also provide quarterly reports to the Luthuli Museum Director at scheduled quarterly meetings.</p>		
8.3	<p>ADMISSION, CONTROL REGISTERS OR FORMS</p>		
8.3.1	<p>Purpose: The purpose of the admission control register is to always have information available regarding persons admitted to the site within a specific period, in case occurrences should take place, which might lead to a judicial inquiry</p>		
8.3.2	<p>These registers-forms must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:</p> <ul style="list-style-type: none"> - Date of visit - Admission and exit of the visitor to and from the site 		

	<ul style="list-style-type: none"> - Surname and initials of the visitor - Home or work address of the visitor - Official identity/passport number of visitor - Name of person to be visited - Purpose of visitor - Signature of visitor 		
8.3.3	The contractor must present full completed registers and forms to the Luthuli Museum Director to be stored for a period of twelve months		
8.4	GENERAL SECURITY AIDS		
8.4.1	<p><u>Communication</u></p> <p><u>Handheld two-way radios/ Cellular Telephones:</u> The two-way handheld radios should be able to make contact to the control room and should be in a good working condition, cost should be included in the service. Cellular telephones are also expected, but the Museum is not liable for the accounts of cellular telephones.</p>		
8.4.2	Torches: The torches must always be in a good working condition.		
8.4.3	Batons: All guards should have batons.		
8.4.4	Handcuffs: All guards on site should have at least one pair of handcuffs and it must be in good condition, not rusty.		
8.4.5	Registers: All registers such as occurrence books and access control permits should be supplied by the contractor.		
8.4.6	Training programme: All training programmes such as refresher; emergency training programmes should be SOB accredited.		
8.4.7	Patrolling Clock System: Patrolling will be by an applicable clocking system that also provides reports.		
8.4.8	Security Scanner Metal Detector: Visitors to the Museum will be scanned for any weapons.		

8.4.9	<p>Uniforms: All uniforms must be in good condition, neat, clean, and replaced yearly or if worn out or damaged. Uniform must always be appropriate for all seasons to protect from the elements.</p> <p>N.B. The Luthuli Museum Director will occasionally undertake a random check on the availability and conditions of the security aids.</p>		
9.	ADDITIONAL		
9.1	The contractor is bound by all the prescribed conditions as stipulated in the tender document and the site specifications		
9.2	<u>The Control room:</u> The control room must be situated in the specific area where the contractor is supposed to render the security service, to ensure the contractor to a limited response time in case of an emergency.		
10 SECURITY VEHICLE			
10.1	The vehicles should be in a very good condition		
10.2	The vehicles should be licensed and roadworthy		
10.3	All tyres should be in a good condition		
10.4	<u>Inspectors/Supervisors:</u> All supervisors should be Grade A, registered PSIRA personnel		
10.5	<u>All Supervisors</u> should be an appointed person(s) who perform after hour duties		
10.6	<u>Supervisors</u> should visit the site at least twice during a shift, preferable one visit before midnight and one visit after midnight		
10. INDEMNITY			
11.1	The contractor indemnifies and keeps indemnified the Luthuli Museum against Legal Liability for any injury or damage to persons or property and in respect of any claims relating thereto arising out of the contractor's activities and		

	business defined as “Private Security Sector”, in terms of Clause 1(2) of Government Gazette No. 22873 dated 30 November 2001 or any subsequent amendment thereto.		
11.2	Prior to the start of the date of the contract the contractor shall insure against any claim arising out of Legal Liability for injury or damage which may occur to property or persons arising out of or in consequence of the contractor’s activities and business as a security service.		
12. BASIC SALARY/FINANCIAL VIABILITY			
12.1	It is expected that the contractor shall pay his/her employees at least the monthly basic wage as prescribed by the Sectoral Determination and any other law. This will include all applicable mandatory and special allowances in the industry. NB. The Luthuli Museum shall pay the contractor within 30 days after completion of the monthly service.		
12.2	Proof of salary advice should be attached to the tender document to determine whether the organization complies with the Labour Relations Act and PSIRA Sectoral Determination. On appointment proof of salary advise for each employee shall be provided to the Museum.		
12.3	Bidding companies will be required to enclose three months bank statement and insurance cover		

13. EVALUATION CRITERIA

The bid will be evaluated in three stages:

1. COMPLIANCE AND RESPONSIVENESS TO THE ADMINISTRATIVE REQUIREMENTS

The following should be returnable together with the request: -

- Company Profile
- 3 Reference Letters with contactable references
- Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- Valid SARS Tax Pin (Compliance Certificate from SARS)
- Proof of Grades for Security Guards
- B-BBEE Certificate or Sworn Affidavit (Valid at the time of closure of the request)
- All SBD Forms must be completed, signed, and certified where applicable.

Mandatory Requirements

- Six-month Certified copy of a valid and current Private Security Industry Regulatory Authority (PSIRA) registration certificate/ Letter of Good Standing for Company, Bidder and Members.
- Six-month Certified copy of a valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate.

2. TECHNICAL FUNCTIONALITY EVALUATION

ITEM	EVALUATION CRITERIA	ALLOCATED POINTS	MAXIMUM POINTS
Previous Experience including in Government environment.	5 of years that the business has been operating in the security industry and list of 3 references in a company letterhead and size of previous contracts. Experience in providing security services in Government institution (provide the name of the institution and contactable references)		25
	5 Years +	25	
	2 - 4 Years	10	
	1 – 2 Years	5	
	Less than 1 Year	0	
Compliance with specifications	Compliance with the requirements as set out in the Site Specifications document of the Luthuli Museum.		30
	Posting Procedures	5	
	Patrolling and Control of Access	5	
	Communication and Operating Tools	5	
	Reporting	5	
	Management and Supervision	5	
	Dress Code/ Uniform Policy	5	
Risk Management	Provide Risk Assessment Plan for Physical Security Services		25
	How the risk will be identified	2	
	Mitigation on how it will be implemented	5	
	Example of the template to be attached	3	
	Provide Contingency Plan in case of Labour Unrests incidents by own company personnel, national security strike, Luthuli Museum Staff and Community Unrests		
	Contingency Plan for National Security Strike	3	
	Contingency Plan for own company personnel	2	
	Contingency Plan for Luthuli Museum staff	5	
	Contingency Plan for Community Unrests	5	
Physical Resources/infra structures	Security company availability 24/7 and public holidays	5	25
	Existence of control room within Local / District Municipal Area	5	
	Reaction force, trained Guards, and motor vehicles	5	
	Security Equipment (e.g., guard tracking, metal detector etc.) etc.	5	
Total			100
NB:	ANY BIDDER THAT SCORES LESS THAN 70 OUT OF 100 WILL BE REGARDED AS SUBMITTING A NON-RESPONSIVE BID AND WILL BE DISQUALIFIED.		

3. PREFERENTIAL POINT SYSTEM.

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2022 will apply in the evaluation and adjudication of this bid (80/20 or 90/10 preferential point system). The Museum reserves the right not to accept any bid or part of bids as detailed above in “**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**” of the bid.

Evaluation will be based on the administrative requirements, functionality and point system.

Evaluation Element Administrative Requirements

Overall Evaluation	Points (80/20)
Price Proposal	80
Departmental Specific Goals	20
Total	100

The abovementioned evaluation system will only take effect if all the administrative requirements are achieved. Bidders that do not meet all the administrative requirements will be disqualified for further evaluation of their bid.

The Bid Evaluation process will assess compliance with the Minimum Administrative Requirements for Administrative Compliance as outlined below.

- Company Profile
- 3 Reference Letters with contactable references
- Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- Valid SARS Tax Pin (Compliance Certificate from SARS)
- Proof of Grades for Security Guards
- B-BBEE Certificate or Swon Affidavit (Valid at the time of closure of the request)
- All SBD Forms must be completed, signed, and certified where applicable.
- Six-month Certified copy of a valid and current Private Security Industry Regulatory Authority (PSIRA) registration certificate/ Letter of Good Standing for Company, Bidder and Members.
- Six-month Certified copy of a valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate

14. Financial statement

Bidding companies will be required to enclose three months bank statement and insurance cover.

15. SUPPLY CHAIN MANAGEMENT**15.1 Expectations****15.1.1 Tender Proposal Expectations**

The Bidder must provide a detailed proposal outlining the services to be rendered, covering as a minimum all the sections raised in this document. If any of the requirements will not be offered, this must be stated clearly. A statement is required against every section below describing how the requirement will be met.

15.1.2 Organizational Profile

The Bidder must reflect all relevant information about itself that may assist the Luthuli Museum assess its capabilities, capacity, outputs, value-adding abilities, competitive advantages.

15.1.3 Price and Cost Structure

The Bidder must provide a firm price for the services to be rendered. This is to be reflected inclusive of VAT.

15.2 Conditions

15.2.1 The Bidders are to state where their headquarters are situated.

15.2.2 The names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bidder.

15.2.3 A list of references must accompany the bidder and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, must be furnished.

15.2.4 Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner.

15.2.5 Bidders must undertake to provide a certain and reasonable number of additional staff as requested for the rendering of services at the sites during crises situations.

15.2.6 A compulsory site meeting must be attended by the bidder in order to determine the cost involved and noncompliance will lead to disqualification.

16 SPECIAL TERMS AND CONDITIONS OF THE TENDER

16.1 Lodging of submissions:

Bidders must submit One (1) original, hard copy of the proposal marked "Original proposal and, 1 clearly labelled USB which MUST consist of the scanned copy, in the same format of original proposal inside a padded envelope.

to:

**The Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
KWADUKUZA
4450**

Submissions not received on time and date specified will not be considered.

16.2 Compliance with General Conditions of Contract (GCC)

No Alteration, variation, or amendment of the Contract (of which this Tender represent the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the Luthuli Museum in this Tender, which shall form the offer element of a Contract and if it is accepted by the Luthuli Museum, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposal. The Luthuli Museum reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the contract.

16.3 Acceptance of Submissions

The staff complement of the prospective providers will be considered against the reality of societal demographics, for the purpose of affirmation commitment to principles of diversity and employment equity. Prospective providers are requested to include a report on corrective action in their profiles that they send to the Luthuli Museum, as necessary.

16.4 Luthuli Museum Liability:

The Luthuli Museum does not bind itself to accept the lowest or any tender proposal, nor to sign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or loss that may be incurred by the prospective provider in the preparation and delivery of its submission.

16.5 Submission Acceptance

No submission shall be deemed to have been accepted, unless and until a formal contract is prepared and executed.

16.6 Prices:

All prices quoted are to be in **SA Rand and inclusive of Value Added Tax (VAT)**. No change in prices submitted shall be considered after receipt of response to the Tender submission.

16.7 Amplification of submissions

The Luthuli Museum may, after the opening of submissions, call on the prospective provider to amplify in writing any matter which is not clear in the prospective provider's submission and such amplification shall form part of the original submission. In the event of the prospective provider failing to supply such information, the submission will be liable to rejection.

16.8 Cost of Proposal

Bidders shall bare the costs associated with the preparation and submission of their proposals, the Luthuli Museum will no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender.

16.9 Tender Documents:

This document in its entirety serves as the complete tender document. The proposal must offer services to the Luthuli Museum only. The bidder is expected to examine all corresponding instructions, forms, terms, and specifications contained in this document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of their Proposal.

16.10 Documents comprising the proposal:

In preparing the technical and price component of your submission all references descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal/response. Bidders are requested to focus on the provision of relevant information and limit the amount of marketing material. The successful bidder's proposal may be incorporated in whole or part in the final contract.

16.11 Information

Information that the bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will be treated as such accordingly.

16.12 Period of validity

Proposals shall remain valid for ninety (90) days after the date of Proposal submission. A Proposal valid for a shorter period may be rejected by the Luthuli Museum on the ground that it is non-responsive. In exceptional circumstances, the Luthuli Museum may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their proposal.

16.13 Format and signing of proposal.

Bidders must submit One (1) original, hard copy of the proposal marked “Original proposal and, 1 clearly labelled USB which MUST consist of the scanned copy, in the same format of original proposal inside a padded envelope. In the event of any discrepancy between them, the original shall govern. The original proposal shall be signed by the bidder, or a person or person duly authorized to bind the bidder to the contract.

16.14 Interlineations

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidders, in which such corrections shall be initialed by the person or persons signing the proposal.

16.15 Payment – Upon receipt of invoice

The service provider shall be paid in full upon delivery of satisfactory work in the scope on a monthly basis. Service provider will be paid within 30 days after receipt of the invoice.

16.16 Assumption of duty

Total cost of project: For this tender bidders are to take into account all aspect of financial implications for the duration of the Project.

16.17 Service Level Agreement (SLA)

The milestones and delivery dates will be mutually agreed by both parties and as per contract specifications.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LUTHULI MUSEUM					
BID NUMBER:	LM02/2024/01	CLOSING DATE:	30 -09-2024	CLOSING TIME:	13:00PM
DESCRIPTION	PROVISION OF SECURITY SERVICES AT LUTHULI MUSEUM FOR THE PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
3233 NOKUKHANYA LUTHULI STREET					
GROUTVILLE, KWADUKUZA					
KWAZULU-NATAL					
4450					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	SUPPLY CHAIN MANAGEMENT OFFICER				
TELEPHONE NUMBER	032 559 8063/ 032 559 6823/2				
FACSIMILE NUMBER	032 559 6806				
E-MAIL ADDRESS	scmofficer@luthulimuseum.org.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO				<input type="checkbox"/> YES	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder	Bid number LM02/2024/01
Closing Time: 13:00PM	Closing date: 30 SEPTEMBER 2024

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
-----------------------	----------	-------------	---

-
- Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **LM02/2024/01**

CLOSING TIME: **13:00pm**

CLOSING DATE: **30 SEPTEMBER 2024**

OFFER TO BE VALID FOR**90**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO TAXES INCLUDED)	DESCRIPTION	BID PRICE IN RSA **(ALL APPLICABLE
---	-------------	---

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

RATE	4. PERSON AND POSITION	HOURLY RATE	DAILY
-----		R-----	-----
-		R-----	-----
		R-----	-----
		R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....	-----	
R.....	-----	
R.....	-----	
R.....	-----	
			TOTAL:	
R.....				

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

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

	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....	-----	
R.....	-----	
R.....	-----	
R.....	-----	
			TOTAL:	
R.....				

6. Period required for commencement with project after acceptance of bid

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

Any enquiries regarding bidding procedures or technical information may be directed to the –

**SUPPLY CHAIN MANAGEMENT OFFICER
LUTHULI MUSEUM
3233 NOKUKHANYA LUTHULI STREET
GROUVILLE
KWADUKUZA
4450**

Tel: 032 559 6822 / 8063

E-Mail Address: scmofficer@luthulimuseum.org.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

May 2011

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race HDP (Black Equity Ownership)		10		
Gender HDP (Women Equity Ownership)		4		
Youth Equity Ownership		4		
People with Disability		2		

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:

.....

.....

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
.....

Signature

Date

.....
.....

Position

Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

**8. Inspections,
tests and
analyses**

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12.

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15.

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation
of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. Industrial Participation Programme** **National (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)