



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ModiriMolema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4481
Email: @nwpg.gov.za

BID NO: PWR 01/24

The Department of Public Works and Roads
Private Bag x 2080
Mmabatho
2735

NAME OF BIDDER

.....

.....

TEL FAX.....





public works & roads

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Tel.: +27 (18) 388 4481
Email: @nwpg.gov.za

INVITATION TO BID

DESCRIPTION: PWR 01/24: Provision of Physical Security and Armed Responses Security Services at the Department of Public Works and Roads Head Office sites (Old Parliament and Garona Building) for a period of three years (36) months

The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. Kindly receive and attach the following documents:
 - 1.1 SBD 1-Invitation to bid form
 - 1.2 SBD 4 –Declaration of Interest
 - 1.3 SDB 6.1 – Preferential Procurement Regulations 2022
 - 1.4 General Conditions of Contract (GCC)
2. All the documents accompanying this invitation must be completed
3. Duly completed and signed original bid documents should be sealed in an envelope marked:

BID NO : PWR 01/24

BID DESCRIPTION : Provision of Physical Security and Armed Responses Security Services at the Department of Public Works and Roads Head Office sites (Old Parliament and Garona Building) for a period of three years (36) months

CLOSING DATE : 18th JUNE 2024

CLOSING TIME : 11H00

No telegraphic or facsimile bids will be considered

4. Documents will be available from the 27th May 2024 at www.etenders.gov.za or at the Department of Public Works and Roads, Modiri Molema Road, Old Parliament Complex at a non-refundable fee of R500.00 payable at:

Bank Name : ABSA
Account Name : NW – Department of Public Works and Roads
Account no : 41-1181-1671
Ref. No. : Quote Company name and bid number



Let's Grow North West Together

Bid documents downloaded from E Portal website are not payable but bidders who will purchase bid Documents from the Departmental Office are to pay the non-refundable fee of R500.00

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

6. For more information please contact the following:

Department : Public Works and Roads

Contact Person : Mr. K. S. Mothoagae – 018 388 3047

7. BID REQUIREMENTS:

- a. Late bids will not be considered. Please note that the bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b. All bidding Vendors must have a valid bank account.
- c. All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorized official.

8. REQUIRED DOCUMENTATIO

- Original completed and signed applicable Bid Documents
- Company Registration Certificate Certified copies.
- Original certified ID copies of Company Directors.
- Tax clearance certificate / Tax compliance certificate and Pin.
- CSD Report (Central Suppliers Database)
- Bank rating certificate with original stamp
- All relevant industry Registration information and compliance Certificate

9. EVALUATION CRITERIA AND PROCESSES TO BE USED

The evaluation process will entail the following phases

Phase 1 – Evaluation on Compliance requirements

Phase 2 – Technical / Functionality Criteria

Phase 3 – 90/10 Preference Points System



MS. O. P. MOKOLOBATE
ACTING DIRECTOR - SUPPLY CHAIN MANAGEMENT

23/05/2024
DATE



PART A INVITATION TO BID

T1. 1.2

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PWR 01/24	CLOSING DATE:	18 th June 2024	CLOSING TIME:	11:00
DESCRIPTION	Provision of Physical Security and Armed Responses Security Services at the Department of Public Works and Roads Head Office sites (Old Parliament and Garona Building) for a period of three years (36) months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Naka Modiri Molema Road					
Old Parliament Complex					
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					
		TCS PIN:		OR	CSD No:
PREFERENCE PONTS WILL BE AWARDED IN LINE WITH THE DEPARTMENTAL SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Public Works & Roads		CONTACT PERSON	Mr. K. S. Mothoagae	
CONTACT PERSON	Mrs. J. Hart		TELEPHONE NUMBER	018 388 3047	
TELEPHONE NUMBER	018 388 4476		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	NgakeK@nwpg.gov.za	
E-MAIL ADDRESS	jhart@nwpg.gov.za				

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), ONLINE OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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 SERVICES OF THE STATE.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED
(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

DATE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **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	90
SPECIFIC GOALS	10
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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
OWNERSHIP		
Enterprise owned by black people(minimum ownership 51%)	3	
Women	2	
Located within NW Province	3	
Other Provinces	2	
TOTAL	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

A Pre-qualification process will be used as follows:

Tenders will be assessed based on the prequalification criteria as set out in the table below:

- Certified copy of PSIRA Registration Certificate of the company
- Regulation 8 PSIRA certificate (company owner/ Directors) (Grade A or B PSIRA grading)
- A letter of good standing from PSIRA not older than one month.
- Letter of good standing from Labour (COIDA)
- Tax Pin Number from SARS,
- Certified copy of ID / IDs of Director/s of company
- Proof of company's physical address/ lease agreement or title deeds or letter of Occupancy from the Tribal Authority.
- Partnership agreement if applicable
- Joint Venture agreement if applicable
- Corporation certificate if applicable
- Original receipt issued by Department if the document is not downloaded
- Vehicles to be registered in the name of the company. (As proof attached the roadworthy Certificate, as well as the Disc Certificate) and Marked/branded vehicles.

Forms to be completed:

- SBD 1(Invitation to bid)
- SBD 2 (Tax clearance)
- SBD 4 (Declaration of interest)
- SBD 6.1 (Preference points claim form in terms of preferential procurement regulations 2022)

4. FUNCTIONALITY/QUALITY CRITERIA

- Tenderers' scoring less than 60% will be considered non –responsive.

No	Functionality Criteria-Tender Rating		A	B	C
			Tenderer rating Score 1-5	Weighting	Tenders score(%)= (AxB)/5
1	Relevant company experience in the Arm Response and Physical Security	Five or more years of experience In Arm Response and Physical Security. As Proof attach - Company Profile with Contactable references	5	40%	

**REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD
OFFICE AND GARONA BUILDING**

		- Reference Letter in the Letter head of the Company Appointment letters.			
		Four years of experience in Arm Response and Physical Security. As Proof attach - Company Profile with Contactable references -Reference Letter in the Letter head of the -Appointment letters	4		
		Three years of experience in Arm Response and Physical Security. As Proof attach - Company Profile with Contactable references - Reference Letter in the Letter head of the -Appointment letters	3		
		Two years of experience in Arm Response and Physical Security. As Proof attach - Company Profile with Contactable references - Reference Letter in the Letter head of the	2		

REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD OFFICE AND GARONA BUILDING

		Appointment letters			
		One year of experience in Arm Response and Physical Security. As Proof attach - Company Profile with Contactable references - Reference Letter in the Letter head of the Appointment letters	1		
2.	Vehicle to be registered in the name of the company.	Five or more vehicles must be registered in the name of the company. As proof attached the roadworthy Certificate, as well as the Disc Certificate.	5	25%	
		Four vehicles attach proof of registration. As proof attached the roadworthy Certificate, as well as the Disc Certificate.	4		
		Three vehicles attach proof of registration As proof attached the roadworthy Certificate, as well as the Disc Certificate..	3		


 REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD
 OFFICE AND GARONA BUILDING

		Two vehicles attach proof of registration. As proof attached the roadworthy Certificate, as well as the Disc Certificate.	2		
		One vehicle attach proof of registration. As proof attached the roadworthy Certificate, as well as the Disc Certificate.	1		
3.	Relevant Experience in the Arm Response and Physical Security for the company's Director/ Directors.	Five or more years of experience in Arm Response and Physical Security. As proof attach CV and grading certificate	5	25%	
		Four or more years of experience in Arm Response and Physical Security. As proof attach CV and grading certificate.	4		
		Three or more years of experience in Arm Response and Physical Security As proof attach CV and grading certificate	3		
		Two or more years of experience in Arm Response Physical Security.	2		


 REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD
OFFICE AND GARONA BUILDING

		As proof, attach CV and grading certificate.			
		One or more years of experience in Arm Response and Physical Security. As proof, attach CV and grading certificate.	1		
4	Bank Rating	Grade A Banking rating certificate with an original bank stamp must be attached	5	10%	
		Grade B Banking rating certificate with an original bank stamp must be attached	4		
		Grade C Banking rating certificate with an original bank stamp must be attached	3		
		Grade D Banking rating certificate with an original bank stamp must be attached	2		
		Grade E Banking rating certificate with an original bank stamp must be attached	1		

REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD
OFFICE AND GARONA BUILDING



5. EVALUATION CRITERIA

Preferences Goals

The preferences goals for this project is ownership and locality

The Specific goals allocated points terms of the tender	Specific Ownership Goals- and location	Number of points allocated (90/10 system) To be completed by the Organ of State)	Number of Claimed(90/10 System) (to be completed by the tender)
Ownership and Location	Enterprises owned by the black people- (minimum ownership 51%)	3	
	Woman	2	
	Located within the NW Province	3	
	Other Provinces	2	
	Max Points	10	

1. Ownership will be verified through the Central Supplier Data Base by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.
2. Locality- As a proof attach the following:
 - a. Lease agreement with property owner located within Municipality/ Township or
 - b. A municipality rate invoice in the company issued within the last three Months OR
 - c. An Affidavit or equivalent from authorized traditional leader councilor in region where municipality rates invoices is not showing township name and ERF number or physical address.
 - d. Locality-Specifically in Ngaka Modiri Molema District

NB. None Compliance on any of the abovementioned items will results in bidders forfeiting preference points.

90/10 principle will be applicable, as the project's estimation is above R50 000 000-00 structured as follows:

90 = Price

10 = BBBEE status of level of contribution/Strategy Goals

REQUEST FOR APPROVAL TO ADVERTISE SECURITY TENDER AT MMABATHO HEAD
OFFICE AND GARONA BUILDING





public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Provincial Head Office
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SECURITY SERVICES

Tel.: +27 (18) 388 3047/1186
Email: ngakek@nwpg.gov.za

Enquiries: Mr KS Mothoagae
Tel: (018) 388 3047

PWR 01/24: NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NUMBER FOR THE PROVISION OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES AT HEAD OFFICE AND GARONA BUILDING FOR A PERIOD OF THREE YEARS (36 MONTHS)

TENDER DOCUMENT

ISSUED BY:

Security Services
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735

ON BEHALF OF:

THE DEPUTY DIRECTOR GENERAL
DEPARTMENT OF PUBLIC WORKS AND ROADS
NORTH WEST PROVINCE
PRIVATE BAG X2080
MMABATHO
2735

NAME OF TENDERER: _____

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES—MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



NOTICE TO TENDERERS

Tenders are hereby invited from suitable contractors to provide security services at Head Office Mmabatho, the Department of Public Works and Roads for a period of three years (36 months).

Inquiries about the tender may be addressed to **Mr Kagiso Mothoagae** number **(018 388 3047)**. The official tender meeting will be held at **Embassy Hall in Mahikeng** on the: **05th June 2024** at 10:00. The department's representative will not be available at any other time for discussions and attendance of the tender meeting is compulsory.

TENDER DOCUMENTS

Tender documents will be available at a non-refundable charge of R500.00 per copy as from the **27th May 2024** from the offices of the Department of Public Works and Roads: Supply Chain Management, Mmabatho Gatehouse.

CLOSING TIME, DATE AND PLACE

Tenders, completed as prescribed shall be sealed in an envelope marked "Tender Number **PWR 01/24 Security Services**" (shortened title) and mailed to The Secretary, Department of Public Works and Roads, North West Province, Private Bag X2080, Mmabatho, 2735 or deposited in the Tender Box., to reach it's destination not later than 11:00 on the **18th June 2024** When the tenders will be opened in public.

TENDER VALIDITY

Tenders will remain valid for a period of **90 days** after the closing date of tender

GENERAL

The attention of tenderers is specifically drawn to the general and/specific conditions of tender, the contract specifications and forms to be filled in+, in this document.

(N.B). The Department of Public Works and Roads is not committed to accept the lowest or any tender.

Conditions of Tender: Special notification to tenderers

1. **Tender meeting**

The tender meeting, as described in NOTICE TO TENDERERS (see p (i)) is **COMPULSORY**.

2. **Limitation of expenditure**

It is a condition of this contract that the employer reserves to itself the right to limit expenditure on services for any financial year to a prorata of the tender amount for a portion of the financial year.

The employer's financial year closes on 31 March each year. In the event of this condition being applied the contractor will not necessarily required to limit the value of the work

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completed each year to the said amounts, but any work done in excess of these amounts will have to be financed by the contractor himself until funds become available.

The employer will not be liable for any interest on any monies due in excess of the said amounts nor will any claims of loss of interest on any such monies be entertained.

3. Tender security

No tender security is required by the employer, but tenderers should note the conditions set out in the of tender.

4. Completion of forms

Tenderers are informed that this document contains the following forms, which shall be completed in black ink by the tenderer :

4.1 Schedule of quantities

4.2 Forms listed under item 7 of the contents on page (ii) of this document

A tender will not be considered if alterations have been made to the form of tender (unless such alterations have been duly authenticated by the tenderer) or if any particulars required therein have not been completed in all respects.

5. Taxes and levies

Tenderers shall, in their rates and lump sums, Tax inclusive in the tender amount, other than Value Added Tax (VAT), and Regional Services Council levies on all items to which they apply. VAT shall be added to the Summary of the Schedule of Quantities to calculate the tender sum, and to the value of each payment certificate.

Should the rate at which VAT is charged by legislation be increased or decreased in relation to the rate applicable at the tender stage, the difference in payment of VAT shall be borne by the employer or shall be to this benefit.

6. Submission of tenders

The employer does not bind itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of a tender.

7. Amendment to or qualifications of tender documents

No unauthorized amendment shall be made to the form of tender, the schedule of quantities, or any other part of the tender documents. If any such amendment is made or if the schedule of quantities is not properly completed, it may cause the tender to become invalid.

Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the employer as early as possible during the tender stage. Should any query be found to be of significance, all tenderers will be informed accordingly by the employer as early as possible.

Tenders shall not be qualified by the conditions of tender of the tenderer himself. Failure to comply with this requirement may cause the tender to become invalid.

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Should the tenderer, notwithstanding the above, wish to make any amendment to or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form H. Any qualification or amendment not set out on such form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a programme and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.

8. Ruling language of the contract

The tender documents have been drafted in English, and the English Editions of the General Conditions of Contract and the Standard Specifications shall apply to this contract. This contract will be interpreted and construed in English.

9. Additional conditions as determined by the Department

- ❖ No tender will be considered if tip-ex (or any other correctional fluid) is used on the submitted tender documents.
- ❖ No tender will be considered if prices are scratched out and re-written on the tender document, even if the signature of the respective tenderer appears at the changed price. If a tenderer has made a mistake on the document or wishes to change the price, a new tender document or the relevant page of the tender document should be obtained from the Department.
- ❖ Tenderers are requested to draw a diagonal line in the space provided for prices on items they wish not to tender for. This is to ensure that no prices are to be inserted after the closing date. If this is not complied with, the tender document will be disregarded for tendering purpose.
- ❖ No tender will be considered if the tender price is not completed in both figures and words.
- ❖ It is compulsory to complete attached form regarding tax particulars. The declaration section on the said form has to be completed by the Receiver of Revenue. Neglect to provide the completed form could result in disqualification of the tender

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CONTRACT SPECIFICATIONS

1. Payment and tender price adjustment.

1.1 Payment:

The contractor shall be paid on a monthly basis after submitting his/her invoice and after such an invoice has been approved by the representative(s) of the employer. It must be stressed here that payment will only be made for services actually delivered in a calendar month. Invoices must be submitted to Mmabatho Head Office of the Department of Public Works and Roads.

1.2 Tender price adjustment

Tender price adjustment shall be made in accordance with the sectoral wage determination – Security Services trade, (South African Government Gazette regulation as amended), from time to time. The contract adjustment shall be made as being the actual difference in statutory wage per category of security officer for the appropriate area at the time of closing of tender and the time of adjustment; the Rand per month figures will apply. Tender price adjustment will only be applicable when the wage rates actually change – usually once per year.

NOTE

SCHEDULE OF QUANTITIES MUST INCLUDE ALL OVERHEADS VALUE ADDED TAX EG. SUPERVISION, AS THE DEPARTMENT IS NOT LIABLE FOR THE PAYMENT OF OVERHEADS AS WELL AS VALUE ADDED TAX (15% VAT).

(N.B.): INTERMS OF THE NATIONAL STRATEGIC INTELLIGENCE ACT ALL SECURITY COMPANIES ARE SUBJECTED TO SECURITY CLEARANCE SHOULD A COMPANY FAIL SECURITY CLEARANCE THE COMPANY WILL BE DISQUALIFIED.

SHOULD THE AWARD BE MADE SUBJECT TO SECURITY RESULTS, THE AWARD WILL BE IMMEDIATELY TERMINATED WITHOUT NOTICE IF THE SCREENING RESULTS ARE NEGATIVE.

2. Site Instruction Manual

After the award of a tender for (a) specific site(s) the employer's representative and the representative of the successful tenderer will compile a Site Instruction Manual in which the manner of operation of security personnel will be set out in detail.

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1. ACCESS CONTROL

Access Control refers to the process whereby entry is obtained to a premises and deals with the criteria for establishing validity for that visit as well as all steps that must be taken to ensure that the visits does not arise in any loss to the institution.

1.1 THE PURPOSE OF ACCESS CONTROL:

- To prevent the Unidentified and unauthorized persons, vehicles from entering the premises.
- To prevent any harmful substance or object from entering the premises.
- To prevent goods or material leaving the premises without authorization (Theft).

1.2 ACCESS CONTROL IS COMPRISED OF THE FIVE TASKS TO ADHERE:

- (a) Screening
- (b) Search and Examination
- (c) Record keeping
- (d) Permits
- (e) Escorting

2. ACCESS CONTROL REQUIREMENTS:

2.1 SCREENING REQUIREMENT:

Screening is a process by which we determine if a person is a legitimate visitor and if her/his reason for visiting the premises is a valid one. During the process, you must establish the authenticity of a person Identification Document (ID).

2.2 THERE ARE THREE (3) GOLDEN RULE (IN TERMS OF CONTROL OF ACCESS TO PUBLIC PREMISES AND VEHICLES, ACT 53 OF 1985) OF SCREENING TO CONSIDER:

2.2.1 IDENTIFICATION:

- Does a person have positive identification?
- Only five documents may be accepted as legal proof of the positive Identification.
- RSA I.D.; SAPS Appointment Certificate; PASSPORT; authentic access card of other institutions, Certificate of Identity & Permanent residence permit.

2.2.2 REASONS:

The person should have logical and acceptable reasons to access building.

If the person's reasons are not logical or acceptable and cannot be explained even after polite but firm questioning and investigation, access may be denied to the premises.

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2.2 SEARCHES AND EXAMINATION

- A search can only be performed if it is legally justifiable and must take into account all considerations of privacy and being human in terms of Section 27 of the Criminal Procedure Act of 51 of 1977
- Examination or visual inspection of the exterior and underneath of the vehicle as well as a person is important. It is usually conducted on persons who are friendly and well known to the employees or yourself, and give no reasons to believe they are dangerous.

2.3. RECORD KEEPING:

Visitors Register must be completed for every visitor to the institution by the security officer. The register format must require full particulars of the visitor, visitor's registration and Address.

2.4 PERMIT ISSUING

To check if the person entering premises has authority to be in the premises and issue the correct permission

2.5 ESCORTING:

The escort is the accompanying of the visitor by security officers to ensure the employees safety or to take a visitor to relevant destination. This is done by remaining in the immediate vicinity of the visitor, walking along side him/her until he/she reaches the destination where and when necessary until he/she leaves the premises.

2.6 PATROLS:

Patrols must be conducted within the inner and outer parameter on hourly basis by the security officer.

2.7 EQUIPMENTS:

The service provider is expected to issue the equipment as per regulation 5(1b)X to the security officer on site.

- Uniform
- Clocking system per site
- Hand held metal detectors
- Hand held radio
- Baton
- Maglite torch three (03 Cells) Cells
- Hand cuffs
- Response receipt book
- Occurrence book
- Vehicle register / visitors register
- Laptop register
- Pocket book

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- Firearm and bulletproof

ARMED RESPONSE

The company should have a roving vehicle that will response to emergency and personnel should be armed.

The scope of work- Geographically

The sites to be safeguarded under this contract shall generally be the following, but not necessarily be limited to (in a maximal or minimal sense) those listed below. The Department reserves the right to increase or decrease the number of guards per post as well as the number of posts, as required.

A. HEAD OFFICE-MMABATHO

A1: Provincial Head office-Mmabatho, Modiri Molema Road (Twenty Two (22)grade C day shift and Seventeen(17) grade C night shift)

NO.	ITEM	QUANTITY
1	Uniform	2 Set Summer 2 Set Winter
2	Guard monitoring system per site(Clocking points)	
3	Hand held metal detectors	2
4	Hand held radio	1
5	Baton	3
6	Maglite torch three (03 Cells) Cells	2
7	Hand cuffs	3
8	Response receipt book	1
9	Occurrence book	1
10	Vehicle register / visitors register	1
11	Laptop register	1
12	Pocket book(per guard)	1
13	Panic buttons linked to Reaction Unit	2

A2: Garona Building (Eighteen(18) grade C day shift and Eighteen (18)grade C night shift)

NO.	ITEM	NUMBER
1	Uniform	2 Set in Summer 2 Set in Winter
2	Guard monitoring system per site(Clocking Points)	1
3	Hand held metal detectors	2
4	Hand held radio	1
5	Baton	3
6	Maglite torch three (03 Cells) Cells	2

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7	Hand cuffs	3
8	Response receipt book	1
9	Occurrence book	1
10	Vehicle register / visitors register	1
11	Laptop register	1
12	Pocket book	1
13	Panic buttons linked to reaction unit	2

Security Officers are to be visited at least twice per shift by the contractor's supervisory personnel to ensure that proper security is maintained. Such visit and appropriate remarks must be noted in the occurrence Book.

Site Instruction Manual

After the award of a tender for a specific site(s) the employer's representative of the successful tender will compile a Site Instruction Manual in which the manner of operation of security personnel will be set out in details.

4. Scope of work – general requirements

The provision of security services at the various sites will generally entail the following:

- (a) Access control to the site(s)
- (b) Protection of all state property
- (c) Random checks on outgoing vehicles
- (d) Checking of trip authorizations of state owned vehicles
- (e) Patrol work – inspection rounds and patrols
- (f) Recording of occurrences daily
- (g) Supervision of all the above activities
- (h) National flag must be hoisted and lowered every day.

5. Requirements for participation in the contract

- 5.1 The contractor must be registered with PSIRA and registration certificate for both company and the Directors has to be provided.
- 5.2 All security officers are to be registered with PSIRA (current) and trained to the required grade by a PSIRA accredited training institution. Proof of documentation must be available on request.
 - The bid will be subjected to additional objective criteria e.g. abnormally low tender will be allowed an opportunity to justify its tender.
- 5.3 Salaries to be paid in accordance with the National Bargaining Council; Private Security Salary Guideline (South African Government Gazette 43036 Regulation as amended). Proof must be made available on request. The department reserves the right to inspect such before an award is made.

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- 5.4 All Security Officers are to be uniformed and appropriately attired while performing their duties as per PSIRA regulation 5(1b)(X).
- 5.5 Documents to be attached to Tender Document:
- Certified copy of PSIRA Registration Certificate of the company
 - Regulation 8 PSIRA certificate (Company owner/Directors) grade A or B)
 - A letter of good standing from PSIRA not older than one month.
 - A letter of good standing from Department of Labour (COIDA)
 - Tax pin number from SARS
 - Certified copy of ID / IDs of Director/s of company
 - Proof of company's physical address/ lease agreement or title deeds
 - Joint Venture agreement if applicable
 - Corporation certificate if applicable
 - Original receipt issued by Department if document is not downloaded
 - Company registration certificate
 - CSD registration report
- 5.6 Uniforms, equipment and stationery requirements are as follows:
- Full uniform with company identification flashes.
 - Head address
 - PSIRA identification card
 - Baton
 - Handcuffs with keys
 - Hand held radio/cell phone
 - Torch (night shift only)
 - Pocket book and pen
 - Occurrence book
 - Vehicle and personnel access control books/permits
 - Firearms where applicable
 - Officer's firearm license where applicable
 - Firearms and bulletproof
- 5.7 **An effective communication network must be established between security officers on site and their control room.**
- 5.8 The contractor must have a fixed structural office within North West Province as per PSIRA Regulation 5(1)(b)(iv). 21 days after appointment/award an established control room must be established within the area where service will be rendered.
- 5.9 Security officers must be visited twice per shift by the contractor's supervisory personnel with a grade higher than that of the security officer on site to ensure that proper security is maintained. Such visits and appropriate remarks must be noted in the occurrence book.
- 5.10 The contractor must provide a 24 hours service including weekends and public holidays. Tendered rates per month per security officer shall make allowance for overtime, double time, time and a half and time and a third whichever is applicable

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- 5.11 Each Security Officer must be issued with a detailed site specification, in accordance with the Site Instruction Manual, indicating his exact duties which must include the following:
- To secure the entire site against theft and vandalism. This includes vehicles and equipment within the site perimeter.
 - To implement an effective access control system for both the tenants and visitors entering and leaving the premises.
 - To do routine patrols.
 - To establish good conduct and cordial relationship with visitors, members of the public, law abiding citizens, government officials and members of the law enforcement agencies (SAPS, Correctional Services, SANDF, Traffic Police).
- 5.12 NB. **The department will hold the security company responsible (within reasonable parameters of accountability) for any loss or damage to property on the site due to theft or vandalism. Such losses or damages shall be recovered by the Department from the Security Company.**

6. Termination of service

- NB. **The department reserves the right to terminate the services of the contractor on the basis of one month's written notice. The contract is valid for a period of 36 months, in case where the service provider has violated tender condition or did not adhere to tender specification the service will be terminated with immediate effect. Department reserves the right to increase or decrease the number of guards/sites should need arise on adhoc basis.**

7. Operational hours

For the purpose of this contract, day shift and night shift are defined as follows:

Day shift	:	06:00 to 18:00 (12 hours)
Night shift	:	18:00 to 06:00 (12 hours)

Transitions between shifts should be effected smoothly without any loss of continuity.

Alternatively, if so agreed between the employer and the contractor, day shift and night shift can be adjusted to other acceptable 12 hour shifts.

8. **Supervision: Visits to site to be done in terms of clause 5.8 of this specification shall be done by a security officer grade B PSIRA registered.**

PRICE STRUCTURE A1

SITE	DEPT	GRADE C		REMARKS	TOTAL
		D	N		
Mmabatho-Head Office		20	15		35
TOTAL AMOUNT		20	15		35

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TOTAL TENDER AMOUNT PER MONTH IN WORDS (Including all overheads, profit and VAT)
per site

TOTAL TENDER AMOUNT FOR 36 MONTHS IN WORDS (Including all overheads, profit and
VAT) per tender period

PRICE STRUCTURE

NB: THIS QUESTIONNAIRE MUST BE COMPLETED BY ALL TENDERERS, FAILURE TO
COMPLY MAY INVALIDATE THE TENDER

1.	WAGES (per month)	GRADE C SECURITY GUARD (PER GUARD)
1.1	Hourly rate per officer	R _____
1.2	Ordinary time; (1) primary sec officer (11) Relief sec officer	R _____
1.3	Sunday pay premium	R _____
	Public holiday premium	R _____
1.4	Leave provision	R _____
	Sick pay	R _____
	Study leave	R _____
	Family responsibility	R _____
	Night shift allowance	R _____
	Provident fund	R _____
	Bonus	R _____
	SUB TOTAL	R _____
1.5	<u>Any other expenditure based on wages:</u>	
	UIF	R _____
	COLD/WCA	R _____
	Uniform	R _____
	Training	R _____
	Cleaning Allowances	R _____
	TOTAL FOR WAGES	
	OVERHEADS	R _____
	PROFIT	R _____
	VAT at 15%	R _____

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY
SERVICES—MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



	<u>TOTAL TENDER PRICE PER GUARD ALL INCLUSIVE</u>	R _____
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SCHEDULE A2 : Provision of continuous 24 hour security services at Garona Building

SITE	DEPT	GRADE C				REMARKS	TOTAL
		D	N				
Garona Building	DPWRT	18	18				36
TOTAL		18	18				36

TOTAL TENDER AMOUNT PER MONTH IN WORDS (Including all overheads, profit and VAT) per site

TOTAL TENDER AMOUNT FOR 36 MONTHS IN WORDS (Including all overheads, profit and VAT) per tender period

PRICE STRUCTURE

NB: THIS QUESTIONNAIRE MUST BE COMPLETED BY ALL TENDERERS, FAILURE TO COMPLY MAY INVALIDATE THE TENDER

1.	WAGES (per month)	GRADE C SECURITY GUARD (PER GUARD)
1.1	Hourly rate per officer	R _____
1.2	Ordinary time; (1) primary sec officer (11) Relief sec officer	R _____
1.3	Sunday pay premium	R _____
	Public holiday premium	
1.4	Leave provision	R _____
	Sick pay	
	Study leave	R _____
	Family responsibility	
	Night shift allowance	R _____
	Provident fund	

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1.5	Bonus	R _____
	<u>SUB TOTAL</u>	R _____
	<u>Any other expenditure based on wages:</u>	R _____
	UIF	R _____
	COID/WCA	R _____
	Uniform	R _____
	Training	R _____
	Cleaning Allowances	R _____
		R _____
		R _____
	<u>TOTAL FOR WAGES</u>	R _____
	<u>OVERHEADS</u>	R _____
	<u>PROFIT</u>	R _____
	<u>VAT</u>	R _____
	<u>TOTAL TENDER PRICE PER GUARD INCLUDING VAT</u>	R _____

CALCULATION OF WAGE (PRICE) STRUCTURE

NB: Calculations to be done as per National Bargaining Council illustrative contract pricing structure.

FORMS TO BE COMPLETED BY THE TENDERER

FORM	PAGE
A: AUTHORITY FOR SIGNATORY	4.3
B: SEDULE OF WORK CARRIED OUT BY THE TENDERER	4.4
C: DECLARATION OF INTEREST	4.5

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES—MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



D:	DECLARATION OF GOOD STANDING REGARDING TAX	4.6
E:	AMENDMENTS OR QUALIFICATIONS BY THE TENDERER	4.7
F:	DECLARATION: CATEGORY OF COMPANY	4.8

NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS CONTRACT NO: _____

FOR (See front page for title)

A : CERTIFICATE OF TENDERES VISIT TO THE TENDER MEETING

This is to certify that I,

Representative of (tenderer)

of (address)

telephone number

telex number

telexfax number

in the company of (engineer's representative)

Attended the tender meeting on (date)

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES—MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



TENDERER'S REPRESENTATIVE:

EMPLOYERS REPRESENTATIVE:

NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

CONTRACT NO:

FOR (See front page for title) THE PROVISION OF SECURITY SERVICES AT VARIOUS SITES
IN DEPARTMENT OF PUBLIC WORKS AND ROADS-MMABATHO HEAD OFFICE AND
GARONA FOR A PERIOD OF 36 MONTHS

B : AUTHORITY FOR SIGNATORY

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

An example is shown below: (Only one director in business)

"By resolution of the board of director taken on ... 20.....

Mr. or Ms.

Has been duly authorized to sign all documents in connection with tender for contract No.
_____ and any contract which may arise therefrom on behalf of

(block capitals)

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

CONTRACT NO: PWR 01/24

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY
SERVICES-MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



C : SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall insert in the spaces provided below a complete list of the last four security contracts awarded to him. This information will be deemed to be material to the award of the contract.

EMPLOYER (NAME, TEL NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

SIGNED ON BEHALF OF TENDERER:

NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

CONTRACT NO:

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES--MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



D : DECLARATION OF INTEREST

Any legal person, including persons employed by the State, or persons who act on behalf of the State 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 tender invitation. In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the State, or to persons connected with or related to them, it is required that the tenderer or his authorized representative shall declare his position vis-à-vis the evaluating authority and/or take an oath declaring his interest, where -

- the tenderer is employed by the State or acts on behalf of the State and/or
- the legal person on who's behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with evaluation of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

Are you or any person connected with the tenderer, employed by the State? *YES/NO

If so, state particulars

.....
.....

Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a Person employed in the department concerned or with the State Tender Board or its administration and who may be involved with the evaluation or adjudication of this tender?

If so, state particulars

.....
.....

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES--MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

CONTRACT NO:

FOR (See front page for title) FOR THE PROVISION OF SECURITY SERVICES AT VARIOUS SITES IN DEPARTMENT OF PUBLIC AND ROADS-HEAD OFFICE AND GARONA FOR A PERIOD OF 36 MONTHS

E : VAT FORM

Are you registered in terms of Clauses 23 (1) or 23 (3) of the Value Added Tax Act, 1991 (Act No389 of 1991) (Delete which is not applicable)	YES	NO
---	-----	----

If yes, state your VAT registration number	
--	--

NB : Rates and prices excluding value added tax are required. If you are not registered in terms of the Act, the tax component included in each tendered price shall be indicated separately. In that case proof to substantiate the tax component must be furnished with your tender to the satisfaction of the State Tender board.

Should you fail to comply with this requirement your tendered prices, i.e. the prices including the tax component, will be used to your disadvantage when evaluated against other tender prices which may probably be without the tax component.

SIGNED ON BEHALF OF THE TENDERER :

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES-MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

CONTRACT NO.: PWR: 01/24

FOR (See front page for title) FOR THE PROVISION OF SECURITY SERVICES AT VARIOUS SITES IN DEPARTMENT OF PUBLIC WORKS- HEAD OFFICE AND GARONA BUILDING OR A PERIOD OF 36 MONTHS.

H : AMENDMENTS OR QUALIFICATIONS BY THE TENDERER

PAGES	DESCRIPTION

SIGNED ON BEHALF OF THE TENDERER :

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES-MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



NORTH WEST PROVINCE

DEPARTMENT OF PUBLIC WORKS AND ROADS

(I) DECLARATION : CATEGORY OF COMPANY

.....
.....

IN WHAT CATEGORY DOES YOUR COMPANY FALL?

(Mark with an X where applicable)

	LARGE	MEDIUM	SMALL	MICRO
Annual Turnover	More than R25 million	Between R 25 million and R5 million	Between R5 million and R1,25 million	Less than R1,25 million
Number of Employees	More than 150 employees	Between 150 And 76	Between 76 and 9	Between 8 and 1
Assets of the Company	More than R5 million	Between R5 million And R1 million	Between R1 million And R0,25 million	Less than R2,25 million

SIGNED ON BEHALF OF THE TENDERER :

TENDER NO PWR 01/24 FOR THE PROVISIONING OF PHYSICAL SECURITY AND FIREARMED RESPONSES SECURITY SERVICES—MMABATHO HEAD OFFICE AND GARONA SITE FOR THE PERIOD OF THREE YEARS



THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual 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.

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|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (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.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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