sport, arts & culture

Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

Private Bag X897, Pretoria 0001 – Sechaba House, 202 Madiba Street and Paul Kruger, Pretoria 0001
Tel: (012) 441 3000, Fax: (012) 441 3699

Enquiries : DSAC SCM Office

Tel : 012 441 3504/ 012 441 3173 Reference : **DSAC 02/24-25**

SUBJECT: RE-ADVERTISEMENT FOR TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A TWENTY-FOUR-HOUR SECURITY SERVICE TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE (DSAC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

REQUIRED BY: DEPARTMENT OF SPORT, ARTS & CULTURE

1. Kindly furnish the Department with a bid for the services shown on the attached forms.

2. The General Conditions of Contract (GCC), Terms of Reference as well as the SBD1, SBD 3.1, SBD 4, and SBD 6.1, forms are attached for completion. These Forms must be returned with your bid.

3. Bid documents must be submitted on an envelope stipulating the following information: Name and Address of the Bidder

   Bid Number, and

   Closing Date of the Bid.

   Interested parties are requested to provide one original hard copy and one electronic copy (submitted in USB) of the original documents.

4. Bidders should deposit their bid documents into the tender box available on the ground floor Reception at the following address:

   Department of Sport, Arts and Culture, Sechaba House, 202 Madiba Street, Corner Paul Kruger and Madiba Street, Pretoria Central.

5. **Virtual briefing session:**

   Date and Time: 13 September 2024 at 11:00 am

   Link: https://shorturl.at/nF1sO

6. The tender's closing date is **10 October 2024 at 11:00 am.**

MS REFILWE ZULU

DIRECTOR: SUPPLY CHAIN MANAGEMENT

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE.					
BID NUMBER:	**DSAC 02/24-25**	CLOSING DATE:	**10 OCTOBER 2024**	CLOSING TIME:	**11.00 AM**
DESCRIPTION	**RE-ADVERTISEMENT FOR TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A TWENTY-FOUR-HOUR SECURITY SERVICE TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE (DSAC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
202 MADIBA STREET					
PRETORIA CENTRAL					
PRETORIA, 0002					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**DSAC Bid 0ffice**	CONTACT PERSON	**DSAC Procuring Unit**
TELEPHONE NUMBER	**012 441 3173 / 012 441 3504**	TELEPHONE NUMBER	**012 441 3021 / 012 441 3214**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**DSACTenders@dsac.gov.za**	E-MAIL ADDRESS	**Ebbenezarr@dsac.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
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 THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BBIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder……………………………………	Bid number…………………..............................
Closing Time 11:00	Closing date…………………………………………...

OFFER TO BE VALID FOR…**120……**DAYS FROM THE CLOSING DATE OF BID.

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

- Required by: ………………………………….
- At: ………………………………….
  …………………………………
- Brand and model ………………………………….
- Country of origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/not firm
- Delivery basis ……………………………………

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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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

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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**

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**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:

80/20 **or** **90/10**

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender (Specific goals 10 points)	Achievement Level	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)
PROMOTION OF SMMES (RDP GOALS)		10	
Women	100% women ownership	3	
	75% - 99% women ownership	2.5	
	60% - 74% women ownership	2	
	51% - 59% women ownership	1.5	

	0 – 50% women ownership	0	
Black People	100% black ownership	3	
	75% - 99% black ownership	2.5	
	60% - 74% black ownership	2	
	51% - 59% black ownership	1.5	
	0 – 50% black ownership	0	
Youth	100% youth ownership	2	
	75% - 99% youth ownership	1.5	
	60% - 74% youth ownership	1.2	
	51% - 59% youth ownership	1	
	0 – 50% youth ownership	0	
People living with Disabilities	75% - 100% owned by persons living with disabilities	2	
	51% - 74% owned by persons living with disabilities	1	
	0 - 50% owned by persons living with disabilities	0	

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:	………………………………………………
	………………………………………………
	………………………………………………
	………………………………………………

Private Bag **X897** | VWL Building | **202 Madiba Street** | Pretoria, 0001 |
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www.dsac.gov.za
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TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A TWENTY-FOUR HOUR SECURITY SERVICE TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE (DSAC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE AND TIME OF BID: 10 OCTOBER 2024

VIRTUAL BRIEFING SESSION: 13 SEPTEMBER 2024 AT 11:00 AM

LINK: https://shorturl.at/nF1sO

BID VALIDITY PERIOD: 120 DAYS

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1. INTRODUCTION

1.1 The Department of Sport, Arts and Culture (DSAC) seeks to appoint a qualified, registered, and compliant service provider to provide a 24-hour security service to the Department for a period of thirty-six (36) months.

2. BACKGROUND

2.1 These terms of reference describe the objectives, scope of work, deliverables, roles and responsibilities, and time frame/period for this project.

2.2 The Director-General of the DSAC has the responsibility to ensure that officials, assets and information are protected and all risks and threats in this regard are mitigated. To this end, the appointment of a private security service provider becomes necessary to assist the in-house security to meet all requirements of the DSAC in terms of physical security and access control.

2.4 The DSAC is seeking to appoint a service provider to provide a 24- hour security service at all sites as follows:

- Sechaba House (VWL Building), 202 Madiba Street, Pretoria.
- National Archives and Records Services of South Africa (NARSSA), 24 Hamilton Street, Pretoria.
- National Film, Video and Sound Archives (NFVSA), 698 Stanza Bopape Street, Pretoria.
- Old Library Building (OLB) 239 Madiba Street, Pretoria.

3. SCOPE AND EXTENT OF THE TENDER / TASK DIRECTIVE

The Department of Sport, Arts and Culture requires the services of a duly experienced and knowledgeable service provider in undertaking the following tasks:

NO.	TASK	YES/NO/NOTES
3.1	**SCOPE AND DELIVERABLES**	
3.1.1	**Premises 1: Department of Sport, Arts and Culture, Sechaba House, 202 Madiba Street, Pretoria.** **<u>Service required:</u>** A twenty-four-hour security service is required during weekdays, including weekends and Public Holidays. **<u>Day shift from 06:00 to 18:00</u>** 1 x Grade "A" Site Manager Monday to Friday. 1 X Grade "B" Site Supervisor - Mondays to Sundays and public holidays). 20 x Grade "C" Security Officers (Monday to Friday). 7 x Grade "C" Security Officers (Weekends and Public Holidays). Note: Two out of twenty security officers will be responsible for escorting purposes both inside the premises as well as outside. **<u>Night shift from 18:00 to 06:00</u>** 1 X Grade "B" Site Supervisor - Mondays to Sundays and public holidays. 7 x Grade "C" Security Officers (Monday to Sundays and Public	

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	holidays). The above-mentioned service requires Grade "C" Security Officers without firearms to implement access control measures, to patrol the building, to check the main entrance to the building and all external doors. To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act no 53 of 1985 (Act 53 of 1985). After hours Roving Supervisor, one (1) Grade "A" to visit through the week, weekends and Public Holidays. At least one visit during the day, one visit before midnight and one visit after midnight. **<u>Security Equipment</u>** The successful Bidder shall make provision for the following: - 1 x Base Radio linked to the bidders control room in Pretoria. - 22 x Portable hand radios and chargers. - 22 x Pocketbooks and black pen per security officer. - 3 x Occurrence Books (replaced when needed). - 22 x Rechargeable torches. - 22 x Torches with batteries for emergencies such as power failure. - 5 x Handcuffs in holders. - 5 x Ninja sticks in holder. - 1x Alarm system or Panic Button connected to the control room of the successful for use in an emergency.	

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	The successful Bidder must ensure that serviceable security aids are always available at each premises where he/she renders a security service in terms of this contract.	
3.1.2	**Premises 2: National Archives and Records Services of South Africa (NARSSA), 24 Hamilton Street, Pretoria.** **Premises 3: National Film, Video and Sound Archive (NFVSA), 698 Stanza Bopape Street, Pretoria.** **Premises 4: Old State Library Building (OLB), 239 Madiba Street, Pretoria.** **<u>Service required:</u>** A twenty-four-hour security service is required during weekdays, including weekends and Public Holidays. The Head of Security at NARSSA may re-assign/rotate security officers between Premises 2, 3, and 4 when required. **<u>Dayshift from 06:00 to 18:00</u>** **<u>Premises 2 – NARSSA</u>** 1 X Grade “B” Site Supervisor - Mondays to Sundays and public holidays. 11 X Grade “C” Security Officers - Mondays to Fridays. 4 X Grade “C” Security Officers - Saturdays. 3 X Grade “C” Security Officers - Sundays and Public Holidays. **<u>Premises 3 - NFVSA</u>** 1 X Grade “B” Site Supervisor- Mondays to Sundays and public holidays. 4 X Grade “C” Security Officers - Mondays to Sundays and public holidays. **<u>Premises 4 - OLB</u>** 1 X Grade “B” Site Supervisor - Mondays to Sundays and public holidays.	

sport, arts & culture
Department:
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	7 X Grade "C" Security Officers - Mondays to Fridays. 4 X Grade "C" Security Officers – Saturdays, Sundays and Public Holidays. After hours Roving Supervisor, one (1) Grade "A". To visit through the week, weekends, and Public Holidays. At least one visit during the day, one visit before midnight and one visit after midnight. Note: Public holidays and DSAC closure days will be manned both day and night shift as per Sunday capacity requirements except if otherwise required by the DSAC.	
	Nightshift from 18:00 to 06:00 **Premises 2 - NARSSA** 1 X Grade "B" Site Supervisor - Mondays to Sundays and Public Holidays. 3 X Grade "C" Security Officers - Mondays to Sundays and Public Holidays. **Premises 3 - NFVSA** 1 X Grade "B" Site Supervisor - Mondays to Sundays and Public Holidays. 4 X Grade "C" Security Officers -Mondays to Sundays and Public Holidays. **Premises 4 – OLB** 1 X Grade "B" Site Supervisor – Mondays to Sundays and Public Holidays. 3 X Grade "C" Security Officers -Mondays to Sundays and Public Holidays. After hours Roving Supervisor, one (1) Grade "A". To visit through the week, weekends and Public Holidays. At least one visit during the day, one visit before midnight and one visit after midnight.	

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	Security Equipment The successful Bidder shall make provision for the following: **Premises 2 - NARSSA** - 1 x Base Radio linked to the successful Bidders control room. - 12 x Portable hand radios and chargers. - 17 x Pocketbook and black pen per security Officer. - 17 x Whistle per security officer. - 12 x Batons. - 12 x Handcuffs. - 12 x Rechargeable torches. - 1 x Occurrence Book (replaced when needed).	

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	Premises 3 - NFVSA - 1 x Base Radio linked to the successful Bidders control room. - 5 x Portable hand radios and chargers. - 10 x Pocketbook and black pen per security officer. - 10 x Whistle per security officer. - 5 x Batons. - 5 x Handcuffs. - 5 x Rechargeable torches. - 1 x Occurrence Register (replaced when needed). **Premises 4 - OLB** - 1 x Base Radio linked to the successful Bidders control room. - 8 x Portable hand radios and chargers. - 12 x Pocketbook and black pen per security officer. - 12 x Whistle per security officer. - 8 x Batons. - 8 x Handcuffs. - 8 x Rechargeable torches. - 1 x Occurrence Book (replaced when needed). The successful Bidder must ensure that serviceable security aids are always available at all premises where he/she renders a security service in terms of this contract. Base Radios: Base radios must be installed at the DSAC gate house / Reception, at Premises 2,3 and 4 respectively and must provide clear and effective communication to the successful Bidder Control Room and to all handheld two-way radios. This equipment must be in good working condition - (A price breakdown per premises must be included in the Pricing Schedule for this requirement). **Patrolling System:** A security officer patrol monitoring system and equipment (such as clock points) must be supplied and installed by the successful Bidder at all the DSAC premises 2,3, and 4 where patrols should	

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	be done – (A price breakdown must be included in the Pricing Schedule for this requirement). The purpose of such a system is to ensure that proper patrolling services at all premises are conducted in accordance with the DSAC requirements (number of patrols), are monitored, reported, corrective action taken, and feedback provided. This system must be able to generate comprehensive informative reports of all patrols undertaken/not undertaken or not completed that should *inter alia* include information such as the date and time of the patrol, and the location and identification name of check points. Furthermore, patrols not duly undertaken or completed must be recorded in the applicable Occurrence Book and reported to the relevant DSAC Head of Security. The minimum number of the clocking points required: **Premises 2 - 10 points.** **Premises 3 – 7 points.** **Premises 4 – 10 points.** **The location of the clock points must be determined in consultation with the relevant DSAC Head of Security.** Number and timing of Patrols will be stipulated in the Service Level Agreement. Patrol reports must be provided on request and/or provided monthly with the submitting of invoices for payment. The successful bidder must peruse such patrol reports and inform the DSAC accordingly should any deviations occur and/or corrective actions taken.	

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3.2	**General Requirements for all Premises**	
3.2.1	The successful Bidder and Security Officers must be **South African citizens** and be duly registered in terms of the Private Security Industry Regulatory Authority Act (Act 56 of 2001). Proof of citizenship and PSIRA registration must be attached to the tender documents as: **(Annexure A)** – For the Service Provider. **(Annexure B)** – For Security Officers. It is the responsibility of the service provider to ensure that: - all security officers to be deployed at all the DSAC premises must always meet all requirements according to the Terms of Reference and the PSIRA regulations. - the required number of security officers are always on duty. Any failure in this regard will result in breach of contract. - all security officers understand the needs and expectations of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the DSAC. - all security officers understand the principles of Batho Pele and apply them throughout. The security officers must have a good understanding of the Control of Access to Public Premises and Vehicles Act No.53 of 1985 and be able to implement the Act and all relevant legislations at all DSAC premises.	
3.2.2	**References** A list of contactable references must accompany the tender documents and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, term of contract and confirmation of satisfactory service must be furnished**. (Annexure C).**	
3.2.3	**Control Room** The DSAC requirement is that the successful bidder must have a fully operational Control Room in Pretoria which can respond to emergencies at the DSAC sites within **20 minutes. The successful**	

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	bidder who does not have an office in Pretoria will be given two (2) Months to prepare one. The DSAC reserves the right to conduct a site inspection of the Control Room of any or all bidders. The Control Room must be manned and operational 24 hours a day.	
3.2.4	**Employees** Bidders must submit with the tender documents the total number of security officers currently employed by the bidder at premises in Pretoria and surrounds which is to include a breakdown of the number of PSIRA Grade A, B and C security staff, as well as all registered officials. **(Annexure D).**	
3.2.5	**Resources** Bidders must submit confirmation that the proposal has the logistical means (such as vehicles, radios, chargers and uniforms, guard monitoring systems etc.) to provide the service as required by the DSAC. **(Annexure E).**	
3.2.6	**Salary** The service provider must pay his/her employees at least the minimum monthly basic wage, as prescribed by the Sectorial Determination and any other applicable law. All bonuses, Unemployment Insurance Fund, Health Insurance, Compensation Fund and Provident Funds, must be up to date. Certificates of compliance must be submitted. **(Annexure F)** The service provider must ensure that the annual sectoral increases are implemented as per the Government Gazette dates. The service provider will write to the department to request the annual increases as per the sectoral determination. The service provider must have a positive financial standing and the capability to pay staff and be able to remunerate employees i.e the security staff without being dependent on DSAC for payment. Bidders submit confirmation of robust cash flow to be able to meet all payments i.e. wages and equipment. **(Annexure G)**	

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	Proof of salary advice should be attached to the tender document to determine whether the organization complies with the Labour Relations Act and PSIRA Sectorial Determination. **(Annexure H).**	
3.2.7	**Insurance** The service provider must have insurance in place to address the risk of loss of life or injuries which may be sustained by the security officers in their employ during the execution of their duties. Must have insurance in place to address the risk of damage to or destruction of any equipment or property of the DSAC or successful Bidder during the execution of their duties at all DSAC premises. Any claims and legal costs which may arise from the failure by or acts committed by security officers against third parties, which acts include illicit frisking, arrests and other illicit or wrongful deeds. The successful Bidder shall be notified in writing of the particulars of each claim he is liable for. The service provider will be held liable for any damages or loss suffered by DSAC because of their own negligence or intent which originated on the premises. The successful Bidder must, at own expense on successful appointment take out sufficient insurance to cover against any claims, costs, loss/or damage ensuing from its obligations and must ensure that such insurance remains operative for the duration of this contract. Proof of insurance cover for public liability which covers R20 million and above to be handed to DSAC on commencement of service.	
3.2.8	**Uniforms** The service provider must provide security officers with correct corporate uniform of good quality and condition. An officer posted without proper uniform must be replaced on that shift by the service provider. The service provider must provide security officers annually with: - Three 3 shirts. - Three pairs of trousers or skirts. - One per of shoes (Parabellum black) replaceable when worn or damaged or annually.	

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	- One winter jacket. - One formal jacket. - Two ties. - One pullover. - 5 pairs of sox and one belt. The uniforms must be discussed with the security manager and samples shown before purchase. Ensures that all security officers are always in appropriate uniforms and display their PSIRA and company registration cards whilst on duty.	
3.2.9	**Training** The Service provider must ensure that security officers are given training timeously and regularly and are capable of handling and dealing with emergency situations. This training must include Firefighting and First Aid. Ensures that all Security Officers are given continuous on-site training monthly or at shorter intervals if so required and report back in this regard by means of a supporting document attached to the monthly invoice. The service provider must provide personal protective equipment in case of an emergency to all security officers at the DSAC sites.	
3.3	**Supervisors and Security Officers**	
3.3.1	Must have undergone and passed formal security training as per PSIRA and SASSETA: - Roving Supervisors: Successfully passed PSIRA Grade A course. - Site Supervisors: Successfully passed PSIRA Grade B course. - Security Officers: Successfully passed PSIRA Grade C course.	
3.3.2	Must always present an acceptable image/appearance which implies, *inter alia*, that they may not sit, lounge about, smoke, eat	

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	or drink while at their stations/posts and attending to staff and visitors. Must always present a dedicated attitude/approach to security, which attitude/approach shall imply, *inter alia*, that such security officers shall avoid any conflict with visitors/staff or discourteous behavior towards them. The DSAC will rotate officers between the different sites. The frequency and reasons for rotation will be discussed and included in the service level agreement. Must be physically healthy and medically fit for the execution of their duties.	
3.3.3	Must be duly registered with PSIRA and comply with any other relevant requirements in the security industry. Are prohibited from perusing / reading official records etc. or unnecessary handling thereof that are not required in the execution of their duties. Must maintain confidentiality and may not disclose information concerning DSAC activities to the public, news media or any other outsider. Must ensure Security breaches and incidents are recorded in the relevant Occurrence Book and reported to the relevant DSAC Head of Security. Ensure that registers are clean, neat, legible, and updated always. No registers, occurrence books may be removed from the DSAC premises.	
3.4	**Successful Bidder's Responsibility**	
3.4.1	The successful Bidder must provide the security officers to render a service, as follows: - Security Officers, Grade "A" – Roving Supervisors (who must also be available immediately on a 24- hour basis to react in the event of emergencies).	

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	- Security Officers, Grade "B" – Site Supervisors. - Security Officers, Grade "C" - the security officers who shall execute the access control, roving patrols, and other specific security duties as per service level agreement which will be signed upon successful appointment.	
3.4.2	It is the responsibility of the successful Bidder to see to it that the security officers employed by him/her for the rendering of this service always meet the following requirements: <u>Roving Supervisor: Grade "A"</u> - Must have at least Grade 12 (Matric) with the required Grade "A" PSIRA ratings. - Must have a good grounding in their post descriptions and duties. - Must be capable of leading, managing and supervising their subordinates. - Must have at least two years' experience as a Roving Supervisor. - Must be able to communicate, read and write in English. <u>Site Supervisors: Grade "B"</u> - Must have at least Grade 12 (Matric) with the required Grade "B" PSIRA ratings. - Must have a good understanding of their post - descriptions and duties. - Must be capable of leading, managing and supervising their subordinates. - Must have at least two years' experience as a Site Supervisor. - Must be able to communicate, read and write in English. - Supervisor must be a full-time dedicated appointed person for such task and duties. <u>Security Officers: Grade "C"</u> - Must have at least Grade 10 (Standard 8) with the required Grade "C" PSIRA ratings (no affidavit will be accepted). - Must have at least two years' work experience as Security Officers. - Must be able to communicate, read and write in English. - May not be younger than 18 years of age.	

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	Note: Confirmation that the security officers meet the above-mentioned requirements must be furnished to the relevant DSAC Head of Security prior to (the commencement of the Contract and/or three days before) posting of any new contract security officers to the DSAC premises.	
3.4.3	At his/her headquarters the Successful Bidder must keep available for inspection by representatives of the DSAC, proper staff files as well as appropriate documents of all security officers in his/her service who are employed for the rendering of the service to the DSAC by the Successful Bidder and be available for inspections by the DSAC. The appropriate documents shall include, *inter alia*, scholastic, registration, medical certificates, and security clearances.	
3.4.4	The successful Bidder must provide the required number of security officers and all the required equipment as required by the DSAC as per tender and service level agreement for the successful rendering of security services on a 24-hour basis throughout the contract. The successful Bidder may not, unless otherwise specified or agreed, make use of any of the DSAC's equipment, aids and / or property, for purposes of compliance with the conditions, which equipment, aids and / or property include, inter alia, vehicles, stationery, rooms, and furniture. Must issue all security officers with relevant equipment to enable them to properly execute their duties (e.g. radios, batons, registers, uniforms, and other necessities). The successful Bidder shall, as and when so requested by the DSAC Security Manager, as the circumstances may require, assign or re-assign contract security officers to any of the four premises.	
3.4.5	The successful bidder must agree to the following: • Signing of a Service Level Agreement (contract) with the DSAC based on the requirements as per the Terms of Reference. • Security vetting by the relevant authorities regarding certain identified personnel, e.g. all Directors of the company or	

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	members of the close corporation, as well as every security officer supplied to render a service to the DSAC (the level of the clearance required will be determined by the DSAC). • Signing of a Declaration of Secrecy by the above-mentioned persons. • Signing of legal indemnities regarding the services to be rendered (e.g. damage to property of third parties, loss of life or injury to be sustained by the security officers during the execution of their duties and any other legal claims resulting from acts or omissions committed by security officers against third parties). The successful Bidder must be available for monthly meetings with the relevant DSAC Head of Security.	

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1. This bid and all contracts emanating from this bid will be subject to the General Conditions of Contract issued in 2010 in accordance with of the Treasury Regulations 16A, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract of 2010. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

5. GENERAL CONDITIONS OF CONTRACT

5.1. The Department may investigate possible fronting by any bidder and any bidder found to be fronting will be disqualified and blacklisted.

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5.2. The service provider may not recruit or shall not attempt to recruit an employee of the Department of Sport, Arts and Culture for the purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

5.3. All bidders are required to submit details of shareholdings status as follows: shareholder certificate with the names of directors and percentage of ownership and ID copies.

5.4 The bidder must take note that they may not subcontract more 25% of total work to be done.

6. EVALUATION STAGES

6.1 The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1	The initial screening process to check compliance with bid requirements.	Yes
Stage 2	Functionality requirement evaluation.	Yes
Stage 3	Price versus points awarded for specific goals	Yes

6.1.1 Stage 1:

Verification of service provider (s) compliance with bid requirements and initial screening process.

6.1.2. Stage 2:

The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than a minimum of 70 points will be disqualified. Bidders must

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score a minimum of 70 or more points to qualify for further evaluation on price and preference points.

6.1.3. Stage 3:

Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 90/10 preference point system is applicable up to a rand value above R50 million (all applicable taxes included).

- The following criteria will be used as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000. Bidders are required to submit the following proof/documentation to claim points for specific goals:
  a) Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC) that shows ownership percentage (e.g. Beneficial ownership, CK ...etc) and
  b) BBBEE certificate or Sworn affidavit

Failure to submit the required documents will result in 0 points for Specific Goals.

Points will be awarded as follows:

No	Components	Points
1.	Price	90
2.	Point awarded to a specific goal as per the SBD 6.1. attached to this bid	10
	Total	**100**

7. **EVALUATION PROCESS**

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7.1. The 90/10 preference point system shall apply. The lowest acceptable bid will score 90 points for price and 10 points will be awarded for specific goals as stipulated on SBD 6.1. of this bid.

7.2. Prospective bidders will have to score at least 70 out of 100 points allocated for functionality before the company's proposal will be considered for pricing.

8. BID REQUIREMENTS

8.1 General requirements

The following is required of bidders and should be submitted to the department as part of the bid submission:

8.1.1. Company profile.

8.1.2. All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and must attach a copy of the most recent report to the tender document.

8.1.3. The tax status on CSD must be compliant, as Department is unable to award a contract to a company whose tax affairs are not in order as determined by SARS. A recommended bidder whose tax matters have expired, or compliance status is invalid will be notified in writing of their non-compliance status and the bidder must be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the Department with proof of their tax compliant status which should be verified via CSD.

8.1.4. Original Company Resolution or Letter of authority or Letter of appointment authorizing the signatory of the Entity to sign the contract with the Department.

8.1.5. Valid contact details including e-mail address.

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8.1.6. Certified ID copies of all Directors.

8.1.7. Reference letters must be provided, as well as an indication of experience with similar projects.

8.1.8. Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB) of the original document.

8.1.9. Companies, who registered for VAT, should include VAT on their costing.

8.1.10. Any other details that may be relevant in respect of the tender evaluation criteria.

8.1.11. All bidders are required to submit details of Shareholder status as follows:

- Shareholder certificates with the names of Directors and percentage of ownership.
- Identity Documents of all Shareholders.

8.2. **Technical requirements**

8.2.1. A business plan or proposal will be required indicating demonstrated experience in indicated evaluation criteria.

8.2.2. The following requirements are mandatory, and it is compulsory to provide documents for proof of compliance:

i) PSIRA registration for company.

ii) PSIRA registration for Directors/Members/Staff.

iii) Letter of compliance with Compensation Fund in terms of Compensation for Occupational Injuries and Diseases Act.

iv) Letter of Good Standing from PSIRA not older than 3 months.

v) Certificate of compliance with a registered and accredited Provident Fund.

vi) Certificate of registration with a registered and accredited Health Insurance.

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vii) Certificate of compliance from Unemployment Insurance Fund.

8.2.3 Failure to submit any or all of the above documents will lead to disqualification.

8.2.4 The recommended company will be subject to verification of information and screening processes via the State Security Agency.

9. EVALUATION CRITERIA

	CRITERIA	WEIGHT
9.1	**EXPERIENCE IN RENDERING A SIMILAR SECURITY SERVICE** i) At least three letters of reference must be provided from previous or existing clients not more than 3 years old for a similar size contract. The letters must be for fixed term contracts of not less than 24 months and must confirm compliance and satisfactory service. ii) List to be provided of all previous and current experience. Scoring: a) 0-2 reference letters = 0 points b) 3 reference letters = 10 points c) 4-6 letters = 15 points d) 7+ letters = 20 points	20

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9.2	**PROJECT PLAN** i) Provide a detailed plan on how the service will be executed, continuous training and realistic budget over the three years including a realistic on-boarding schedule. ii) Risk identification and mitigation Plan.	30 (20) (10)
9.3	**CAPACITY TO DELIVER ON ALL REQUIREMENTS AS PER TOR** i) Provide details of company structure as well as the profiles of key employees with evidence of qualifications and expertise which should include CVs of managers and supervisors. ii) The CVs, list of people and expertise must be provided.	20
9.4	**PROTOCOLS AND ETIQUETTE** i) Plan and procedures to be provided outlining the protocols in terms of handling DSAC staff, visitors and VIPs. ii) Indicate what value-added services will be provided.	10
9.5	**FULLY EQUIPPED CONTROL ROOM WHICH CAN RESPOND TO EMERGENCIES TO ANY DSAC SITE WITHIN 20 MINUTES**	10

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	i) 24hr Control Room- proof to be provided of the current control either head office or satellite: City Council rates or rental agreement must be provided. ii) Registers, Posting sheet, Training schedule. iii) Uniform: pictures to be provided, and samples to be provided by shortlisted companies only. iv) Vehicles: proof of registration to be provided. v) Equipment: pictures of the Control Room. vi) Communication-proof of telephone, fax and e-mails to be provided. Pictures of all views of the Control Room to be provided as proof. DSAC reserves the right to inspect any or all control rooms. **All = 10 points if you do not have any of the above = 0 points.**	
9.6	**FINANCIAL VIABILITY** The service provider must have a positive financial standing and the capability to	10

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Email: info@dsac.gov.za | Tel: 012 441 3000 | Fax: 012 441 3699

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	remunerate employees and provide all requirements without being dependent on DSAC for payment. A three-month bank statement and letter of good standing and/ or Two years certified financial statements must be submitted as proof.	
	Total	**100**

- Bids duly lodged will be evaluated by a panel first on functionality then price.
- For purposes of comparison and to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to each of the evaluation criteria mentioned above.

10. CONFIDENTIALITY

10.1. No information or documentation may be used for any other purpose other than providing for a tender proposal to the Department, and no copies of any document may be made, except with prior written approval from the Department.

10.2. The successful bidders and staff will be required to sign a non-disclosure agreement.

11. INTELLECTUAL PROPERTY AND OWNERSHIP

11.1. Ownership and copyright of all documentation developed during the period of the contract will be vested in the Department of Sport, Arts and Culture.

11.2. All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to the Department and may not be used for any other purpose by the service provider. The service provider shall give

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the Department all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of the Department of Sport, Arts and Culture and must be handed over to the Department on termination of the contract.

11.3. All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the Department emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the Department against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

12. CONTRACTUAL ARRANGEMENT

12.1. The service provider is required to enter into a Service Level Agreement with the Department of Sport, Arts and Culture to perform all functions as set out in the project Specification or Terms of Reference and National Treasury General Conditions of Contract of 2010.

12.2. The duration of the contract is thirty-six months.

13. FINANCIAL IMPLICATIONS

13.1. No service will be provided to the Department before an official order has been issued to the supplier or service provider.

13.2. The service provider should be aware that DSAC only pays after the services have been rendered.

13.3. Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement.

13.4. Payments will be made by the Department after the service provider has submitted an invoice supported by all requisite documents.

14. CLIENT BASE

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14.1. The Department of Sport, Arts and Culture reserves the right to contact references during the evaluation an adjudication process to obtain information.

15. **COMMUNICATION**

15.1. The Department of Sport, Arts and Culture may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

16. **PRESENTATION**

16.1. The Department of Sport, Arts and Culture may request presentations and or interviews from short-listed bidders as part of the bid process.

17. **SUPPLIER DUE DILIGENCE**

17.1. The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. Bidders must note that, the Department may conduct verification on the information submitted and any misrepresentation will result in an automatic disqualification.

18. **CONFLICT OF INTEREST**

18.1. The bidder or bidders' group must submit a document (you may include it in your covering letter), stating whether any of its employees have any interest in the Department or whether any of Department's personnel have any interest in the bidders or affiliated business.

19. VIRTUAL BRIEFING SESSION

19.1 A virtual briefing session will be held with prospective bidders as follows:
Date: 13 September 2024
Time: 11h00-12h00
Link: https://shorturl.at/nF1sO

20. **PACKAGING OF BID SUBMISSION OF BIDS DOCUMENTS**

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20.1 Bidders should deposit their documents into the tender box available on the ground floor reception are at the following address:

Department of Sport, Arts and Culture
Sechaba House (Former VWL Building)
202 Madiba Street. Pretoria Central.
Closing date: 10 October 2024
Closing time: 11:00am

20.2 All bidders are required to correctly complete a compulsory bid register when submitting bid documents. Bid register is available at the above-mentioned address.

20.3 Please arrange the Standard Bidding Documents (SBDs) in your submission numerically and orderly.

20.4 Bid documents received after the closing date and time will not be considered.

20.5. Bidders are advised to ensure that bids are submitted allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department main entrance.

20.6. Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB) of the original document.

21. LATE BIDS

21.1. Bids documents should be submitted before 11:00 on the closing date of the tender. Bid received after the closing date and time will not be considered.

22. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF TENDER DOCUMENTS

22.1. The Department will respond in email to any request for clarification of the tender documents which it receives **no later than one (1) week prior to the deadline for submission of bids prescribed by the Department.** All enquiries related to the

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technical content of the Terms of Reference as well as the bid enquires may be directed **in writing** to the officials listed below:

For Bid Enquiries
DSAC Bid Office
Tel: 012 441 3504 / 012 441 3173
Email: DSACTenders@dsac.gov.za
For Technical Enquiries:
DSAC Procuring Unit
Tel: 012 441 3021 / 012 441 3214
Email: Ebbenezarr@dsac.gov.za / Kopyanem@dsac.gov.za

(28 Aug 2024 final)

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.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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.