



349 Witch Hazel Street. Eco Origins Block C3. Highveld Ext.70 Centurion 0157

REQUEST FOR TENDER: BID NO.: JICS002/2025/2026

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE JUDICIAL INSPECTORATE FOR CORRECTIONAL SERVICES (JICS) HEAD OFFICE CENTURION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

NAME OF BIDDER	
TOTAL BID PRICE (all inclusive)	
VAT NUMBER (if registered for VAT)	
(CSD REGISTRATION NUMBER	MAAA

CLOSING DATE: 6 March 2025

QUOTATION MUST BE SUBMITTED IN THE TENDER BOX: **349 Witch Hazel Street. Eco Origins Block C3 Highveld Ext.70 Centurion 0157**

ENQUIRIES

No.	Name	Email Address
1	Alliston Fortuin Bid related enquires	AFortuin@jics.gov.za
2	Thumeka Tshangana Technical enquiries	TTshangana@jics.gov.za

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1. PURPOSE

The Judicial Inspectorate for Correctional Services (herein referred to as the JICS) invites bidders with the requisite expertise, capacity, and competence to submit bids for the provision of physical security to JICS Head Office for a period of three years (36 months).

2. BACKGROUND

JICS is an organ of the SA Government whose mandate is to uphold and protect the rights of all inmates who are incarcerated. JICS is responsible for the independent oversight of the DCS and must therefore report thereon to the Ministry of Justice, Correctional Services, and the portfolio committee. JICS Head Office, which is situated 349 Witch Hazel Street. Eco Origins Block C3 Highveld Ext.70, Centurion is visited by various other stakeholders in need of services.

The JICS has a duty to implement security measures that will protect its employees, clients, visitors and assets against theft, vandalism and other unlawful acts. This must be done in accordance with the Access Control to the Premises and Vehicles Act (Act No. 53 of 1985) and the Minimum Physical Security Standard (MPSS).

3. SERVICES REQUIRED

The successful bidder will be required to render physical security services to the JICS Head Office to ensure safety to clients, assets, officials, and visitors which includes but not limited to the following primary duties:

4. SCOPE OF SERVICES REQUIRED

The successful bidder must provide physical security services as outlined below:

Access Control: This includes the monitoring of entering and exiting vehicles, employees, clients, visitors, service providers/contractors as well as the removal of JICS assets and property. Ensure that persons removing any state equipment or property has valid authorisation and a proper recording is affected, provide security guarding services 24 hours a day, 7 days a week (including Public Holidays)

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Patrolling of Premises: Physical patrol of the DMV premises during and after hours within and around the departmental premises and report any incidents.

Guarding Duties: Physically guarding JICS premises, assets and properties.

Escort Duties: Escorting clients or service providers/contractors as and when required.

Assistance with Labour Unrest or Protests by Employees and Non-Employees: Provision of additional security when required. Provide necessary assistance during emergency operations.

- a. The service provider must provide security clearance for its director(s) and all its relevant employees.
- b. The **security service provider must** have the following:
 - i. An operating office/ control room which must be an immovable structure, within a 100 kilometre radius of the JICS building to be guarded. Attach proof of physical address.
 - ii. 24-hour control room. An email as well as a mobile communication line
 - iii. Base radio station at the head office and two-way radios must be in good working conditions.
 - iv. Licenced and roadworthy company vehicles registered in the company name or Director(s) name.
 - v. Supply and install Guard Track Patrol Button Stainless Steel.

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5. REQUIRED WORKFORCE

THE REQUIRED SECURITY OFFICIALS MUST BE UNARMED.

NUMBER OF SECURITY OFFICERS WORKING DAY SHIFT: MONDAY TO FRIDAY 06H00-18H00	SECURITY GRADING	2 Guards + 1 Relieving Guard
Total Security Officers for day shift	C	3
NUMBER OF SECURITY OFFICERS WORKING NIGHT SHIFT: MONDAY TO FRIDAY 18H00-06H00	SECURITY GRADING	2 Guards + 1 Relieving Guard
Total Security Officers for night shift	C	3
NUMBER OF SECURITY OFFICERS WORKING PUBLIC HOLIDAYS	SECURITY GRADING	2 Relieving Guards
Total officers for public holidays	C	
TOTAL GAURDS		6 only

6. SECURITY GUARDS: MINIMUM QUALIFICATIONS

- a. Security guards must have a minimum Grade 10 and valid Private Security Industry Regulation Act (PSIRA) certificates and must be South African citizens. Security grading C is mandatory.
- b. Supervisor must have at least Grade 12, valid PSIRA certificate, relevant security qualification, and must be South African citizen. Security grading B is mandatory.
- c. Security guards must be able to communicate, read and write at least in English
- d. Security guards must be above the age of 21.

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7. REQUIREMENTS

The following are minimum quantities of security equipment and stationery requirements for day and nightshifts, must always be available:

- a. 2 x GPRS radios
- b. 2 x Handcuffs
- c. 2 x Rechargeable Torches
- d. 2 x Handheld security scanner
- e. 1 x Firearm Register
- f. 1 x Occurrence Register
- g. 2 x Pocket books –each security must have a pocketbook
- h. Pens
- i. Cell phone with airtime
- j. Any other additional item(s) required by statutory legislation must be provided in addition to those mentioned above.

8. DRESS CODE

The following standard uniform will be required from the Service Provider:

- a. Name tag from the service provider
- b. Full corporate uniform; (including Trousers, Shirt, Skirt, Pull-Over, jacket, Blazer, and Shoes.

NB. The security uniform must accommodate all weather conditions.

9. CONTRACT

Contract form (SBD 7.2) and Service Level Agreement together with General Conditions of Contract will be signed between the JICS and the successful bidder.

10. TERMINATION OF THE CONTRACT

- a. The contract will be terminated immediately should the successful bidder no longer qualify as a Service Provider in terms of the PSIRA (Act No. 56 of 2001) or Companies and Intellectual Property Commission (CIPC).
- b. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent between the JICS and the successful bidder.

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- c. The JICS reserves the right to terminate the contract before expiry period should the service provider not meet the agreed standards

11. REPORTING REQUIREMENTS

- a. The Service Provider shall report to the Security Manager (Directorate: Corporate Services).
- b. The Service Provider shall every month furnish the JICS with a summarized written report on specific problems, suggestions, improved methods and work programs, personnel turnover, complaints and remedial action and all other matters connected with this agreement.
- c. Meetings will be held monthly or as when required with the Service Provider

12. SPECIAL CONDITIONS OF CONTRACT

- a. The JICS reserves the right to reduce or increase the required services during the contract period; 30 days written notice will be given.
- b. The bid prices will remain firm for the duration of the contract as per PSIRA annual pricing schedule.
- c. Bidders must prepare a pricing schedule signed by the authorized signatory, indicating costs per month, including contingency costs for the duration of the contract.
- d. The onus lies with the bidder to ensure that they have taken all the costs into consideration when compiling bid prices.
- e. The costs of preparing proposals and negotiating the contract will not be reimbursed.
- f. Individuals and firms may not contact the JICS on any matter pertaining to their bids from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned

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- g. The recommended service provider may be required to pass the security vetting exercise which is facilitated through State Security Agency.

13. COSTING METHODOLOGY

- a. Provide fully inclusive quotation for the duration of the contract
- b. Cost must be VAT, PSIRA annual increases inclusive and quoted in South African Rands.
- c. Costing should be aligned with the project activities/project phases.
- d. Prices must include all services.
- e. The service provider will be required to disclose the actual amounts paid to security officers
- f. The service provider must meet the minimum salary as per PSIRA provision.

Prices must be inclusive of VAT (if VAT registered) and must include all costs to fully execute all deliverables indicated in this ToR. No variation in contract price will be permitted. Annexure B must be used to populate costing.

14. BID EVALUATION CRITERIA

The bid will be evaluated in terms of the Preferential Procurement Regulation 2022, issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

The bid will be awarded based on the 80/20-point scoring system comprising of the breakdown as listed in clause 14.4

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14.1 EVALUATION AND SELECTION CRITERIA

The JICS has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum Standards consist of the following:

Pre-qualification Criteria and mandatory requirements (Phase 1)	Technical Evaluation Criteria Functionality Evaluation – Part 1 (Phase 2)	Technical Evaluation Criteria - Part 2 Due Diligence Site visit (Phase 2)	Price and Specific goals (Phase 3)
<p>Bidders must submit all documents as outlined in Section 14.2 below.</p> <p>Only Bidders that comply with all these criteria will proceed to phase 2</p>	<p>Bidder(s) are required to achieve a minimum of 60 Points out of 80 Points to proceed to the Due Diligence Site Visit (Part 2)</p> <p>Refer to section 14.3.4 below</p>	<p>Bidder(s) are required to achieve a minimum of 15 points out of 20 points to proceed to the price and specific goals (Phase 3)</p> <p>Refer to section 14.3.5 below</p>	<p>Bidder(s) will be evaluated on price and specific goals claimed.</p> <p>Refer to section 14.4 below</p>

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14.2 **Phase 1: Pre-qualification Criteria and mandatory requirements**

Documents that must be submitted	Non-submission will result in disqualification	Requirements
Invitation to Bid – SBD 1	YES	Complete and sign the supplied proforma document
Pricing Schedule – Professional Services SBD 3.3	YES	Complete in full
Tax Clearance Certificate or SARS PIN	NO	Verification of tax status
Bidder's disclosure – SBD 4	YES	Complete and sign the supplied pro forma document
Bidder's disclosure – SBD 8	YES	Complete and sign the supplied pro forma document
Bidder's disclosure – SBD 9	YES	Complete and sign the supplied pro forma document
Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022- SBD 6.1	NO	Non-completion or claiming of points on this form will lead to a zero (0) score on Specific goals.
Specification/TOR	YES	Must be fully completed, priced, signed and initialised each page by the authorized person and submitted with the bid by the closing date and time

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<p>Certified copies of valid Compensation for Occupational Injuries and Diseases Act (COIDA).</p>	<p>YES</p>	<p>A certified true copy of the valid Letter of Good Standing from the Department of Labour in respect of Compensation for Occupational Injuries and Disease Act (COIDA) for security services nature of business</p>
<p>Certified copy of valid Unemployment Insurance Fund (UIF).</p>	<p>NO</p>	<p>The successful bidder will required to comply with the Unemployment Insurance Fund (UIF) Requirements</p>
<p>Certified copy of valid proof of Company vehicle/s, Or ownership</p>	<p>YES</p>	<p>Attach certified copy of vehicle registration certificate(s)</p>
<p>Certified copies of valid PSIRA Certificate for the Company Directors</p>	<p>YES</p>	<p>A certified true copy of the Registration Certificate of the company (CIPC) and a valid Letter of Good Standing from PSIRA</p>
<p>Certified copies of inventory register accompany by pictures of all registers, equipment and documents (See Section 6 above)</p>	<p>YES</p>	<p>Must be submitted with the proposal</p>
<p>Company Proof of insurance/letter of intent for public liability cover with a registered financial services (FSP) company to the minimum of R3 Million</p>	<p>YES</p>	<p>Attach proof of the Public Liability cover or Letter of intent from a Financial Services Provider registered company</p>

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NB. The JICS will conduct the verification as per the following table.

CRITERIA	REQUIREMENT
Business registration	Entity must be in business
In the services of the state status	Bid will not be considered if Shareholders or Directors are employed by state /government departments, municipalities, municipal entities, public entities
Tender defaulting and restriction status	Entity and directors must not be restricted
Tax compliance status	Entity must be tax compliant

Failure to comply with the above requirement will lead to disqualification

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14.3 Phase 2: TECHNICAL EVALUATION CRITERIA = 100 POINTS

ALL BIDDERS ARE REQUIRED TO RESPOND TO THE TECHNICAL EVALUATION CRITERIA.

Only Bidders that have met the mandatory requirements in (Phase 1) will be evaluated in Phase 2 for technical. Technical will be evaluated as follows

14.3.1 In accordance with the Evaluation criteria, phase 2 will be done in two parts as listed below

FUNCTIONALITY	MAXIMUM POINTS ACHIEVABLE	MINIMUM THRESHOLD
<u>Part 1</u> –Functionality Evaluation	80	60
<u>Part 2</u> – Due diligence Site Visit	20	15
Overall combine points	100	75

14.3.2 Out of 80 points, bidders are required to achieve a minimum threshold of 60 points to proceed to Part 2 for Due Diligence site Visits. A bidder who scores less than **60 points** on functionality will be **disqualified**.

14.3.3 Out of 20 points, bidders are required to achieve a minimum threshold of 15 points to proceed to Phase 3 for Price and Specific goals evaluations. A bidder who scores less than **15 points** on Due Diligence Site Visits will be **disqualified**.

14.3.4 Evaluation of the functionality (**part 1**) will be in accordance with the below values:

	Criteria	FUNCTIONALITY	CRITERIA	SCORING	MAXIMUM POINTS ACHIEVABLE
a)	Client list references and contract duration	Physical Security Services Experience or Detailed experience of the bidder/company relating to similar work and track record (please attach reference letters with	No information or experience indicated/ or not relevant to the physical security services	0	
		Experience in the physical security services from 1		10	

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		<p>contact details, description and contract duration)</p> <p>NB: The reference letter must bear the letterhead of the organization/s where the security services were provided and signed by a duly authorised person. JICS reserves the right to contact these organizations, without prior notice to the bidder. All copies must be certified and not older than 3 months.</p>	<p>month to 12 months</p> <p>Experience in the physical security services from 13 month to 24 months</p> <p>Experience in the physical security services from 25 month to 36 months</p> <p>Experience in the physical security services from 37 month to 48 months</p> <p>Experience in the physical security services from 49 month and above</p>	<p>15</p> <p>20</p> <p>30</p> <p>35</p>	35
b	Value of Contracts	<p>Combined value of contracts (previous ,current or combined)</p> <p>Copy of award letter (s) must be attached</p>	<p>R1 TO R5 MIL</p> <p>R5 MIL TO R10 MIL</p> <p>ABOVE R 10 MIL</p>	<p>5</p> <p>10</p> <p>15</p>	15
c)	Project Implementation Plan	<p>The project implementation plan to outline the following:</p> <ol style="list-style-type: none"> 1. Proposal Plan to show the Deployment and supervision of security officers. 2. Must stipulate incident reporting, investigations and closure of cases. 3. Directors Grade A PSIRA certificate 	<p>Requirement not met</p> <p>Project implementation plan covering one(1) factor and no PSIRA Grading A certificate</p> <p>Project implementation plan covering two(2) factors and no PSIRA Grading A certificate</p>	<p>0</p> <p>5</p> <p>10</p>	

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		and certified copy of SA Identity document. At least 1(one) director must possess and submit valid PSIRA certificate.	Project implementation plan covering three(3) factors and no PSIRA Grading A certificate	15	20
		4. Must provide a training plan for the security officer/guard.	Project implementation plan covering all four(4) factors and PSIRA Grading A certificate	20	
d)	Required resource	Copy of inventory register of all the equipment and documents (Mentioned in paragraph 6 above	No inventory register provided	0	10
			Copy of inventory register listed 2 items	2	
			Copy of inventory register listed 3 items	4	
			Copy of inventory register listed 4 items	6	
			Copy of inventory register listed 5 items	8	
			Copy of inventory register listed 6 items	10	
		TOTAL FUNCTIONALITY			80

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Only Bidders that have met the **60 points** thresholds in **Criteria** functionality **Part 1- of Phase 2** will be evaluated in **Due Diligence Site Visits part 2 of Phase 2** follows:

14.3.5 Evaluation of the Due Diligence Site Visit (Part 2) will be in accordance with the below values:

	REQUIERD RESOURCES	DUE DILIGENCE	CRITERIA	SCORING	MAXIMUM POINTS ACHIEVABLE
a	Control room	An operating office/ control room which must be an immovable structure within 100 kilometres radius.	Complied with the requirements	10	20
b	Security equipment	All above security equipment and documents listed on 7.1 - 7.10	Complied with the requirements	5	
c	Response centre	24 hour response Centre. Email and mobile telephone line.	Complied with the requirements	5	
N.B NON COMPLIANCE ON EACH OF THE ABOVE WILL RESULT IN A SCORING OF ZERO (0)					

14.4 Phase 3: Price and Specific goals Evaluation (80+20) = 100 points

Only Bidders that have met the **15 points** thresholds in **Criteria Part 2- Due Diligence Site Visits (Phase 2)** will be evaluated in **Phase 3** for Price and specific goals as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to bidders based on:

- 14.4.1 The bid price (maximum 80 points); and
- 14.4.2 Specific goals (maximum 20 points)

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Step 1: Calculation of points for price

- (a) The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis
- (b) The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference Point system [(for acquisition of services, works or goods up to a Rand value of R50 million (all applicable taxes included)]

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

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

P_{\min} = Comparative price of lowest acceptable bid or offer.

- (c) Bidders should quote for all items indicated on the specification
- (d) The price must be expressed in terms of South African currency (ZAR) for each service on the specification.
- (e) It is the responsibility of the bidder to consider all costs when compiling bid prices.
- (f) Bidders must reflect all prices in the pricing schedule, and not anywhere else in their bid proposal. The Department will not accept any charges for items not reflected in the pricing schedule.

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Step 2: Calculation of points for Specific goals

Bidders should submit copies of their valid Specific goals Verification Documents as per Table below to claim points. **NON-SUBMISSION OF VERIFICATION DOCUMENTS WILL LEAD TO 0 POINTS**

Specific Goals	Number of Points	Points claimed by the service provider
Organisations which are 51% by black people(As per the definition in the B-BBEE Act 53 of 2003)	7	
Organisations which are 51% owned by woman	5	
Organisations which are 51% owned by Youth	4	
Organisations which are 51% owned by people with disabilities	2	
Organisations which are based in Rural Area	2	
TOTAL POINTS	20	

The Department will be responsible for printing CSD reports from Central Supplier Database.

NB: Specific points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- An original and valid B-BBEE Status level Verification Certificate or certified copies thereof, issued by an accredited Verification Agencies by SANAS or Registered Auditors approved by Independent Regulatory Board of Auditors (IRBA) to substantiate their points. The Exempted Micro Enterprise (EME) and Qualifying
- Small Enterprise (QSE) must submit a sworn affidavit signed by Commissioner of Oaths.
- To claim for disability points, the bidder must submit a copy of latest three months valid Medical report from Registered Medical practitioner, confirming the disability status.

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- To claim for youth points, bidders may submit a certified copy of ID document.

Step 3: Calculation of total points scored for price and Specific goals.

The points scored for price will be added to the points scored for **Specific goals** to obtain the bidder's total points scored out of 100

15. DUE DILIGENCE

15.1 The Department reserves the right to conduct due diligence on the entire tender prior to final award or at any time during the tender process period and this may include pre- announced site visits.

15.2 During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

16. BRIEFING SESSION

16.1 Bidders will be invited to attend a virtual non- compulsory TEAMS briefing session on **12th February 2025 @ 13h00.**

16.2 Bidders can register their email address with Ms Thumeka Tshangana for virtual session purposes as follow: TTshangana@JICS.GOV.ZA or contact 021-421 1012.

17. CLOSING DATE

6 March 2025

17.1 Proposals must be submitted on or before **6 March 2025** at 11H00 at Judicial Inspectorate for Correctional Services, 349 Witch Hazel Street, Highveld Ext.79, Block C3, Centurion
No late bids will be accepted.

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SBD.1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	JICS002/2025/2026	CLOSING DATE:	6 March 2025	CLOSING TIME:	11H00
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DESCRIPTION
APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE DEPARTMENT OF JUDICIAL INSPECTORATE FOR CORRECTIONAL SERVICES HEAD OFFICE CENTURION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
-------------------------------------------------------	------------------------------------------------

CONTACT PERSON	Alliston Fortuin	CONTACT PERSON	Thumeka Tshangana
TELEPHONE NUMBER	021-421 1012 EXT 1020	TELEPHONE NUMBER	021-421 1012
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	AFortuin@JICS.GOV.ZA	E-MAIL ADDRESS	TTshangana@JICS.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

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<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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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**

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| <p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> |

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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:

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SBD.4

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 in respect of employees of the State

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identity Number	Name of State institution

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3. Bidders' disclosure in respect of independent bidding

I, the undersigned, 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 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.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of 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 state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position/ Designation	Name of bidder

INITIAL _____

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

4.3. Bidders **must** submit copy of valid CIPC certificate together with copies of the ID's of directors who hold the ownership with the Central Supplier Database information. Preference points **may not** be claimed in respect of individuals who are actively in the management of the enterprise or the business who do not exercise control over the business with their degree of ownership on specific goal claimed.

4.4. Claims of preference points for disability must be accompanied by valid doctor's letter on the doctors' letterhead indicating the applicable international disability code (IDC10).

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Table 1: Specific goals for the tender and points claimed are indicated per the table below. **For a bidder to qualify for preference points, ownership of 51% or more per HDP must be obtained.** Bidders must submit certified documentary proof to claim for preference points. The preference points for 80/20 must be allocated as follows

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20) system) (To be completed by the tenderer)
HDI – black owned	7	
Black woman	5	
Black youth	4	
Black Disabilities	2	
Rural Area	2	

The following documentary proof must be submitted with the quotation/bid to claim for preference points:

- **Woman** : Affidavit or CSD Pie Chart or Company registration documents signed of by SAPS confirming 51% or more woman ownership or BBBEE certificates or Sworn Affidavit as per the DTi prescribed template must be submitted
- **Black** : Affidavit or CSD Pie Chart or Company registration documents signed of by SAPS confirming 51% or more black ownership or BBBEE certificates or Sworn Affidavit as per the DTi prescribed template must be submitted
- **Youth** : Affidavit or CSD Pie Chart or Company registration documents signed of by SAPS confirming 51% or more youth ownership or BBBEE certificates or Sworn Affidavit as per the DTi prescribed template must be submitted
- **Youth** : Affidavit or CSD Pie Chart or Company registration documents signed of by SAPS confirming 51% or more youth ownership or BBBEE certificates or Sworn Affidavit as per the DTi prescribed template must be submitted

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- **Disability:** Medical certificate signed off by the doctor indicating the applicable international disability code (IDC10).The medical certificate must be accompanied by an affidavit or CSD Pie Chart or Company registration documents confirming 51% or more directorship for disabled persons must be submitted.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.5. Name of company/firm.....

4.6. Company registration number:

4.7. 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]

4.8. 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

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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:

.....

.....

.....

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SBD.3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00

CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

Item No.	DESCRIPTION	BID PRICE IN RSA CURRENCY (All tax included)
----------	-------------	----------------------------------------------

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

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

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

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----- R----- R-----
----- R----- R-----

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

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

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

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

7. Estimated man days to complete the project.

8. Are the rates quoted for the full period of the contract?
YES / NO

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9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

JUDICIAL INSPECTORATE FOR CORRCETIONAL SERVICES
349 WITCH HAZEL STREET
BLOCK C3, HIGHVELD EXT.70
CENTURION

Tel: 012 321 0303

Technical information contact Ms.Thumeka Tshangana

TTshangana@JICS.GOV.ZA

Tel: 021 421 1012

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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

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

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1. DEFINITIONS

1.1. The following terms shall be interpreted as indicated:

1.2. "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids.

1.3. "**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.

1.4. "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.5. "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.

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

1.7. "**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.

1.8. "**Day**" means calendar day.

1.9. "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.10. "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.11. "**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.

1.12. "**Dumping**" occurs when a private enterprise abroad market

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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.

1.13. "**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.

1.14. "**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.

1.15. "**GCC**" means the General Conditions of Contract.

1.16. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

1.17. "**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.

1.18. "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

1.20. "**Order**" means an employee written order issued for the supply of goods for works or the rendering of a service.

1.21. "**Project site,**" where applicable, means the place indicated in bidding documents.

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1.22. “**Purchaser**” means the organization purchasing the goods.

1.23. “**Republic**” means the Republic of South Africa.

1.24. “**SCC**” means the Special Conditions of Contract.

1.25. “**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.

1.26. “**Written**” or “in writing” means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

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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

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:

7.3.1. A bank guarantee or an irrevocable letter of credit issued by a

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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

7.3.2. 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 is 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 Energy Board 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

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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 OF 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.

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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 thesupplied 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'spersonnel, 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 theprevailing 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 followingmaterials, notifications, and information pertaining to spare parts manufactured or distributedby 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 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 cost to the purchaser.

15.5. 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 cost to the purchaser.

15.6. 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 fulfilment of

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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 contract 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 SUPPLIERS 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

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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 local authorities.

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 supplies contract, the purchaser shall, without cancelling 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.

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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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1. When, after the date of bid, provisional payments are required, or antidumping 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.

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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,

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- 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.

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

28. LIMITATION OF LIABILITY

28.1. 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.

28.2. 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 postings 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.

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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, GPAA 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.