

BID SPECIFICATIONS

INVITATION FOR BIDS

PROVISION OF SECURITY SERVICES

BID NUMBER:	MPA/20232024/CEO/01
CLOSING DATE:	24 JANUARY 2024
CLOSING TIME:	11H00
NAME OF THE BIDDER	
TOTAL BID PRICE INCLUDING VAT	R
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN, MTPA FINANCE BLOCK E, MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERTISEMENT DATE)
TECHNICAL RELATED QUERIES	Marius.Gie@mtpa.co.za 013 065 0680

SCM RELATED QUERIES	Priscilla.Gwebu@mtpa.co.za 013 065 065 0639
DESCRIPTION OF THE BID	PROVISION OF SECURITY SERVICES

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders are not allowed to contact any other MTPA staff in the context of this Bid other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
MTPA/20232024/CEO/01		MTPA/20232024/CEO/01		CLOSING DATE:	24 JANUARY 2024
				CLOSING TIME:	11:00am
DESCRIPTION		PROVISION OF SECURITY SERVICES			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Senior Manager Supply Chain Administration, Office of the Chief Financial Officer					
Block E (E4) at MTPA Office Complex, N4 National Road, Hall's Gateway,					
Mataffin, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PRISCILLA GWEBU		CONTACT PERSON	MARIUS GIE	
TELEPHONE NUMBER	013 065 0639		TELEPHONE NUMBER	013 065 0680	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Priscilla.Gwebu@mtpa.co.za		E-MAIL ADDRESS	Marius.Gie@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PART B
TERMS AND CONDITIONS FOR BIDDING

3. BID SUBMISSION:

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

4. TAX COMPLIANCE REQUIREMENTS

- 2.8 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.9 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.
- 2.10 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.11 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.12 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.13 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.14 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:

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

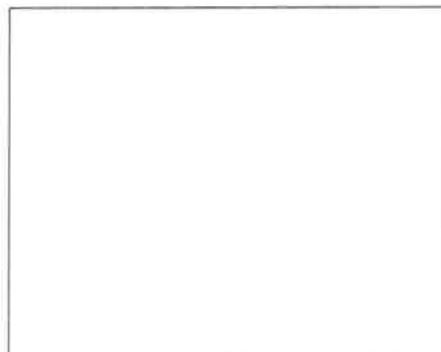
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to

¹ 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.

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = 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
$P_s = 80 \left(1 - \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{max}}{P_{max}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	3	6		
Youth	2	4		
Gender (Women)	3	5		
Disability	2	5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

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:

.....

.....

.....

.....

TERMS OF REFERENCE

PROVISION OF SECURITY SERVICES

1 BACKGROUND

MTPA is a creature of statute established in terms of the Mpumalanga Tourism and Parks Agency Act of 2005, Act No. 5 of 2005, and listed as a Schedule 3C Public Entity. The entity came into existence on 1 April 2006 following the merger of the now defunct Mpumalanga Parks Board and Mpumalanga Tourism Authority.

2 INTRODUCTION

The Mpumalanga Tourism and Parks Agency in terms of the Control of Access of trained security personnel from the Bidder to perform a twenty-four-hour security services on the premises of the Agency, for a period of three (3) years as defined on the attached schedule. The security service shall entail the provision and management of the physical security services, armed response, the patrolling of premises, access control, the escorting and protection of persons as requested by the Agency from time to time, maintenance of discipline and order on sites, and general crime prevention measures as agreed upon from time to time by both the Agency and the Bidder

The Bidder is registered as a security company and able to and wishes to render these services to the Agency.

The Mpumalanga Tourism and Parks Agency is pleased to invite bids to provide security services for the following stations:

Station	Day Shift		Night Shift		Total requirement
	Grade Required	Quantity	Grade Required	Quantity	
1. Head office	C	4(1 Armed)	C	4(1 Armed)	C8
2. Blyde					
2.1. 2.1 Potholes	C	4(2 Armed)	C	4(2 Armed)	C8
2.2. Pinnacle	C	2	C	2	C4
2.3. God's window	C	2	C	2	C4
2.4. Three Rondawels	C	2	C	2	C4
2.5. Swadini	C	3	C	2	C5

Station	Day Shift		Night Shift		Total requirement
	Grade Required	Quantity	Grade Required	Quantity	
3. Loskopdam Nature Reserve	C	3	C	2	C5
4. Manyeleti Nature Reserve	C	4	C	2	C6
5. Songimvelo Nature Reserve	C	2	C	2	C4
6. Mthethomusha Nature Reserve	C	3	C	3	C6
7. Barberton Nature Reserve	C	2	C	2	C4
8. Kromdraai Camp	C	3	C	2	C5
9. Mkhombo Dam Nature Reserve	C	2	C	2	C4
10. Mdala Nature Reserve	C	2	C	2	C4
11. SS Skosana Nature Reserve	C	2	C	2	C4
12. Mabusa Nature Reserve	C	2	C	2	C4
13. Ohrigstad Dam Nature Reserve	C	2	C	2	C4
14. Sterkspruit Nature Reserve	C	2	C	2	C4
15. Mkholwane Lodge	C	2	C	1	C3
16. CN Mahlangu Nature Reserve	C	2	C	2	C4
17. Andover Nature Reserve	C	3	C	2	C5
18. Bushbuckridge Nature Reserve	C	2	C	2	C4
19. Nooitgedacht Nature Reserve	C	2	C	2	C4
20. Mahushe Shongwe Nature Reserve	C	2	C	2	C4
21. Verloren Vallei	C	1	C	1	C2
22. Lydenburg Plant Production	C	2	C	2	C4

Station	Day Shift		Night Shift		Total requirement
	Grade Required	Quantity	Grade Required	Quantity	
23. Zithabiseni Resort	C	8	C	8	C16
Total Requirement					133
TOTAL PRICE PER GUARD ALL INCLUSIVE (MULTIPLIED BY NUMBER OF GUARDS)					R

PLEASE NOTE: During the festive seasons of Easter and December-January the security may be doubled or halved at Sites as, this will be an additional requirement per need. During the festive season and Easter, additional guards may be requested at specific sites where necessary.

PROVISION OF SERVICE, SCOPE OF WORK AND ACCESS CONTROL

- 2.1 As from the effective date the Bidder shall render the services, equipment, expertise and facilities to the Mpumalanga Tourism and Parks Agency, as set out in this agreement and the form of the bid.
- 2.2 The services of trained security personnel are required by the Mpumalanga Tourism and Parks Agency to perform duties at the premises listed in the form of the bid (attached). The physical security services shall be provided on the property of the Mpumalanga Tourism and Parks Agency and shall in general entail the patrolling of premises, access and egress control of assets, personnel and / or members of the public on an "as and when required" basis from and / or to buildings and general crime prevention measures as agreed upon from time to time between parties.
- 2.3 The specific duties of security personnel in respect of the premises shall be as described in the specific duties of security personnel and Standing Operating Procedures (SOP's). These SOP's setting out the specific duties of the Bidder's security personnel shall be compiled by the Bidder at least 1 week before the security service commences. This SOP's may be amended from time to time, with the agreement of both parties.
- 2.4 The purpose of access control is to prevent the unauthorized access of persons and vehicles and the bringing in of any dangerous objects on to the Mpumalanga Tourism and Parks Agency's property in order to safeguard the premises and or vehicles and the contents thereof as well as the people therein or thereon, Bidders must do this by:
 - 2.4.1 The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4, as well as;
 - 2.4.2 The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42

(as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51

- 2.4.3 NEMPAA ACT 57 OF 2003 and Regulations
- 2.4.4 NEMA Act 107 of 2004
- 2.4.5 Mpumalanga Nature Conservation Act 10 of 1998 and Regulations
- 2.4.6 Section 13 of the Constitution regarding violations must be avoided.
- 2.4.7 Whilst conducting access control the employees of the Bidder must ensure that:
- 2.4.8 No property of the Mpumalanga Tourism and Parks Agency is removed from the premises
Without the proper letter of authorization issued and signed by a person authorized to do so.
- 2.4.9 No official vehicle of the Mpumalanga Tourism and Parks Agency may be removed from the premises without a properly signed and completed trip authorized on by a person authorized by the management of the said premises.
- 2.4.10 All firearms (brought into the premises) are declared and entered into the appropriate register.

3 SECURITY PERSONNEL

- 3.1 The Bidder and its employees (provided) in terms of this agreement shall be registered in terms of the Security Officers Act (Act No 92 of 1987), with the Security Officer's Mpumalanga Tourism and Parks Agency and shall at all times during the term of this agreement comply with the provisions of this Act. Copies of the relevant certificates of registration of the Bidders employees must be submitted to the Agency with the bid submission.
- 3.2 The Bidder shall provide the required number of security personnel to the Agency only after they have successfully completed the minimum required training course(s) for a Grade C security officer. The security personnel shall also be qualified to perform their services to the level of professional efficiency required by the Mpumalanga Tourism and Parks Agency and agreed upon by the parties on or before the effective date. All costs incurred in training security personnel provided in terms of this agreement shall be borne by the Bidder.
- 3.3 The security personnel provided in terms of this agreement shall perform their duties from Mondays to Sundays from 06:00 to 18:00 and 18h00 to 06:00 or such other times as may be agreed upon between the parties and as stipulated in the form of Bid.

3.4 The security personnel provided in terms of this agreement shall report for duty daily at those places as may from time to time be indicated by the Mpumalanga Tourism and Parks Agency. Transport arrangements for security personnel will be for the Bidders own cost.

3.5 At his headquarters, the Bidder must keep available for inspection by the Mpumalanga Tourism and Parks Agency or any other statutory body, proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the Mpumalanga Tourism and Parks Agency by the Bidder. The appropriate documents shall include, inter alia the following:

Correct paragraph numbers from here on.

4.5.2 Registration certificate from the Private Security Industry Regulatory Authority.

4.5.3 Training certificates of the successfully completed security courses as prescribed by the Security Officer's Mpumalanga Tourism and Parks Agency.

4.5.4 Medical Certificates and Monthly proof of salaries/wages received by employees.

4.5.5 Personal files reflecting promotions, discipline and other relevant information.

4.5.6 Any other training certificates for all courses undertaken by security officers and Bidder's management.

4.5.7 Records of service within the Public Security Industry.

5 REQUIREMENTS, QUALIFICATIONS AND EXPERIENCE

5.1 The Bidder shall on or before the effective date provide satisfactory proof of the qualifications of the security personnel provided in terms of this agreement to the Mpumalanga Tourism and Parks Agency before the Mpumalanga Tourism and Parks Agency shall permit them to commence with the services under this agreement:

5.2 Acceptable proof of the qualifications referred to in clause 3.1 shall be –

5.2.1 certification of training as the required grade security guard, Customer relations training; and

5.2.2 in the case of supervisors, certification that they have completed a minimum of one year's practical service in the security industry as supervisors: Provided that the provisions of this clause shall not be applicable should any member of Bidder's own security personnel be promoted to a supervisor during the terms of this agreement

5.2.3 registration with the Workmen's Compensation Commissioner

- 5.3 Security personnel provided by the Bidder in terms of this agreement shall, in addition, be-
 - 5.3.1 prepared to work shifts and overtime as and when required by the Mpumalanga Tourism and Parks Agency and agreed upon by the parties;
 - 5.3.2 in a physically and medically fit condition;
 - 5.3.3 Fluent in English; and any other language widely spoken within the Mpumalanga Province.
 - 5.3.4 be a South African citizen; and
 - 5.3.5 Subject to the Code of Conduct as agreed upon between the parties on or before the effective date.
- 5.4 Members of the security personnel shall
 - 5.4.1 daily sign on and off duty as required by the parties;
 - 5.4.2 when on duty (unless the Mpumalanga Tourism and Parks Agency should decide otherwise),
wear an identity disc, tag or other equipment as agreed upon between the parties and issued by the Bidder at its own cost
 - 5.4.3 When on duty, wear the uniform clothing including footwear, as agreed upon between the parties which shall be provided by the Bidder at its own cost. (MTPA to approve uniform for Head Office) (Prescribed by Psira Regulations)
 - 5.4.4 when on duty are in possession of equipment referred to in clause 4.3 (which shall at all times be in working order and condition where applicable), to enable them to perform their duties in terms of this agreement
 - 5.4.5 Perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), adhere to all safety rules and regulations as laid down by the Mpumalanga Tourism and Parks Agency's line managers / supervisors from time to time and conduct themselves in accordance with the Mpumalanga Tourism and Parks Agency's safety / loss control programs.
 - 5.4.6 be competent to be able to use and handle a firearm when required
- 5.5 Should the Mpumalanga Tourism and Parks Agency require any or all the security personnel provided by the Bidder to wear a specific uniform clothing including footwear, as agreed upon

between the parties, the Bidder shall issue such security personnel with the prescribed uniform clothing including footwear, at the Bidder's cost. Should the use of any member of such security personnel on the property of the Mpumalanga Tourism and Parks Agency be discontinued or should a member of such security personnel for whatever reason resign or be dismissed from the employ of the Bidder, the Bidder shall collect the uniform clothing including the footwear involved, after such member of the security personnel has been withdrawn from the property of the Mpumalanga Tourism and Parks Agency or before such resignation or dismissal take place.

- 5.6 Should any member of the security personnel provided in terms of this agreement abscond, resign or be dismissed from the Bidder's employ and retain possession of the uniform clothing involved (or any part thereof), the Bidder shall indemnify the Mpumalanga Tourism and Parks Agency against any claim, loss or damage lodged against or suffered by the Mpumalanga Tourism and Parks Agency as a result of any action of such member or ex-member of the security personnel while wearing the uniform clothing involved or any part thereof: Provided that the wearing of such uniform causes such claim, loss or damage: provided further that this indemnity shall include any claim, loss or damage due to such member or ex-member intentionally making any uniform clothing available to any other person.
- 5.7 In the event of the Mpumalanga Tourism and Parks Agency being dissatisfied for any reason with any member of the security personnel provided by the Bidder in terms of this agreement, the Mpumalanga Tourism and Parks Agency shall notify the Bidder in writing thereof. The Bidder shall forthwith provide an equivalently qualified and trained substitute. The Mpumalanga Tourism and Parks Agency shall furnish reasons for its dissatisfaction to the Bidder: provided the parties shall keep these reasons confidential between themselves. The member of the security personnel replaced at the Mpumalanga Tourism and Parks Agency' request shall thereafter not be used for the provision of security services to any other division or business unit of the Mpumalanga Tourism and Parks Agency, without the prior written agreement of the other division or business unit: provided that the parties shall, notwithstanding anything to the contrary in this clause, be entitled to bring the reasons referred to, to the attention of the other division or business unit.
- 5.8 A breach of discipline, failure to comply with a disciplinary measure or any dereliction of duty on the part of the security personnel provided by the Bidder in terms of this agreement shall be dealt with by the disciplinary officials of the Bidder without delay. The Mpumalanga Tourism and Parks Agency shall notify the Bidder of any such breach failure or dereliction that in its opinion merits intervention of such disciplinary officials and undertakes to assist in any disciplinary proceedings taken. The Bidder shall notify the Mpumalanga Tourism and Parks Agency in writing of the outcome of any such disciplinary proceedings.

6. DUTIES OF BIDDER

- 6.1 The service rendered by the security personnel of the Bidder shall be rendered under competent supervision provided by the Bidder. The Bidder shall be required to carry out proper supervision of its security personnel by means of regular visits during their hours of duty. The inspecting supervisor in the occurrence book available at the relevant premises where security services are required shall record details of such visits in the occurrence book available at the relevant premises where security

services are rendered. Provided that all original pages of the occurrence books shall from the moment they are being authorized, become the property of the Mpumalanga Tourism and Parks Agency who may dispose with them, as it deems necessary.

- 6.2 The Bidder shall be responsible for taking command of and controlling the deployment of his security personnel on a daily basis at the designed sites of the Mpumalanga Tourism and Parks Agency.
- 6.3 The Bidder shall provide the necessary equipment as agreed upon between the parties from time to time, which shall at all times be in working order and condition, including but not limited to firearms, handcuffs, batons, radios, panic buttons, pocket books an occurrence book, complete uniform (fully branded in company logo), Raincoat, Pocket book & Pen per security officer, PSIRA Identity Card, Baton sticks, Handcuffs, Whistles, Flash light/Spot light, Fully operational radio (with adequate range) or Two way hand held radio, , Wall clock, Fire arm/Shot gun, Standard Operating procedure /Job description, Visitors register, Vehicle register to enable its security personnel to perform their duties to the satisfaction of the Mpumalanga Tourism and Parks Agency.
- 6.4 The Bid shall at its own cost provide the necessary identification for all security personnel provided in terms of this agreement (Reflective clothing).
- 6.5 Identification for purposes of this agreement shall constitute:
 - 6.5.1 a corporate type uniform, as agreed upon between the parties; and
 - 6.5.2 An identity tag, name tag or other device as agreed upon between the parties. Section 13 of PSIRA Regulations.
 - 6.5.3 For the purposes of clause 6.5.1, the standard uniform shall consist of at least the following attire:
 - 6.5.3.1 In the case of male security personnel: shirt, pants, socks, shoes/boots, belt, blazer, the Bidder's insignia and adequate clothing for protection against weather elements as and when required and
 - 6.5.3.2 In the case of female security personnel: blouse, skirt, stockings, shoes, blazer, the Bidder's insignia and adequate clothing for protection against weather elements as and when required.
 - 6.5.4 For the purposes of clause 6.5.2 an identity tag, name tag or other device prescribed by the Mpumalanga Tourism and Parks Agency shall at least contain the following information in respect of the Bidder's security personnel:

- 6.5.4.1 a colour photograph of the relevant security personnel member,
- 6.5.4.2 his full names, surname,
- 6.5.4.3 identity number, PSIRA number and grade

6.5.4.4 Grade and PSIRA registration number with Security Officer's Mpumalanga Tourism and Parks Agency.

6.6 The Bidder warrants and guarantees that –

- 6.6.1 the security personnel's services shall be rendered and executed in the professional manner in accordance with the standards agreed upon between the parties and expected in the security industry; and
- 6.6.2 the security personnel shall, after completion of their training, have the expertise to execute their function properly, in particular regarding but not limited to –
 - 6.6.2.1 the execution of their service;
 - 6.6.2.2 the use and handling of firearms when required; and
 - 6.6.2.3 The use and control of dogs as and when required by the Agency: Provided that only the number of members of the Bidder's security personnel as agreed upon between the parties shall be trained by the Bidder to use and control the dogs.

6.7 The Bidder will be required on an ad hoc basis to provide riot control.

6.8 The Bidder undertakes that –

- 6.8.1 It shall be conversant with conforming to and compliance with all statutory provisions, regulations and by-laws relating to its business, and the security personnel provided in terms of this agreement.
- 6.8.2 It shall remain solely responsible for payment of, all costs of the security personnel, including but not limited to salaries, bonuses, pension/provident fund contributions, medical fund contributions and insurance premiums.
- 6.8.3 it shall be responsible for the payment of inter alia, all applicable taxes, charges, duties or fees assessed or levied by the central government, Workmen's Compensation Commissioner, provincial government, local authority or a regional services council in respect of the security personnel or as a result of the security personnel being provided by the Bidder in terms of this agreement and it shall on request, furnish sufficient documentary proof to the Mpumalanga Tourism and Parks Agency (as and when required) that any of or all of these payments have in fact been made
- 6.8.4 Although the security personnel provided in terms of this agreement shall observe the Mpumalanga Tourism and Parks Agency regulations and procedures while providing the service under this agreement, they shall continue to be employees of the Bidder.
- 6.8.5 The Bidder acknowledges that the Mpumalanga Tourism and Parks Agency shall at all times during the term of this agreement be entitled to monitor the Bidder's service, or cause them to be monitored without prior notice to the Bidder.

- 6.8.6 The Bidder shall allow its security personnel to attend, and if necessary, to testify in, court proceeding as well as in disciplinary and arbitration proceedings should the Mpumalanga Tourism and Parks Agency deem it necessary: Provided the time before the start of the latter proceedings that the presence of the Bidders security personnel is required by the Bidder.
- 6.8.7 The Bidder shall exercise supervision over the services at all times, or shall be represented by a representative having full power and authority to act on behalf of the Bidder. Such agent shall be competent and responsible and have adequate experience in carrying out work of a similar nature to the service and shall exercise personal supervision on behalf of the Bidder.
- 6.8.8 The Bidder shall provide copies of certified identity document of each security guard and copies of job description at the time of taking up the contract.
- 6.8.9 The Bidder shall provide monthly time sheet and attendance register of each guard to the MTPA Security Manager on or before the 5th working day of the following month.

7 PROPERTY OF THE AGENCY

- 7.1 In respect of security services provided on the property of the Mpumalanga Tourism and Parks Agency, the Bidder shall at all times comply with the provisions of the Control Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985). The general duties of security personnel provided by the Bidder in terms of this Act on the property of the Mpumalanga Tourism and Parks Agency shall, inter alia, include the following:
 - 7.1.1 No person shall without the permission of an authorized security personnel member (hereinafter referred to as the authorized officer), enter or enter upon any premises or any vehicle in respect of which a direction has been issued by the Mpumalanga Tourism and Parks Agency and for the purpose of the granting of that permission an authorized officer may require of the person concerned that he/she-
 - 7.1.1.1 furnish his name, address and any other relevant information required by the authorized officer;
 - 7.1.1.2 produce proof of his identity document to the satisfaction of the authorized officer;
 - 7.1.1.3 declare whether he has any potential dangerous object in his possession or custody or under his control;
 - 7.1.1.4 declare what the contents are of any vehicle, suitcase, bag, handbag, folder, envelope, parcel or container of any nature which he/she has in his/her possession or custody or under his/her control, and show these contents to the security officer;

- 7.1.1.5 subject himself/herself and anything, which he/she has in his/her possession or custody or under his/her control to an examination by an electronic or other apparatus in order to determine the presence of any potential dangerous or illegal objects; and
- 7.1.1.6 In the case of premises of a vehicle or a class of premises or vehicles determined by the Minister by Gazette be searched by an authorized officer.
- 7.1.2 Where an authorized officer grants permission in terms of clause 7.1.1 such may do so subject to conditions regarding the carrying or displaying of some form of proof that the necessary permission has been granted, the persons on or in the premises or vehicle with whom he may not come into contact, the part of the premises or vehicle which he may not enter upon, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on or in the premises or vehicle, and such other requirements as he may consider necessary.
- 7.1.3 An authorized officer may at any time remove any person from any premises or vehicle if-
 - 7.1.3.1 that person enters the premises or vehicle concerned without the permission contemplated in clause 7.1.1;
 - 7.1.3.2 that person refuses or fails to observe a condition contemplated in clause 7.1.1
 - 7.1.3.3 The authorized officer considers it necessary for the safeguarding of the premises or vehicle concerned or the contents thereof or for the protection of the people therein or thereon.
- 7.1.4 The search of a female under clause 7.1.1.5 shall only be carried out by a female security personnel member in private.
- 7.2 The provisions of clause 7.1 shall apply in respect of any member of the South African Police Service established by or under any law or a member of the South African National Defence Force who is required in the performance of his functions to enter or enter upon any public premises or public vehicle and who produces proof of his identity to the satisfaction of the authorized officer concerned. Provided that such member shall not be obstructed in performance of his duties.
- 7.3 In paragraph 7 of this terms of reference, unless the context clearly indicates otherwise-
- 7.4 authorized officer: means a security personnel member in the employ of the bidder authorized by the Mpumalanga Tourism and Parks Agency to act in terms of the provisions of clause 9.1 of this agreement;
- 7.5 "Premises" means any building, structure, hall, room, office, convenience, land, enclosure or water surface which is the property of, or is occupied or used by, or is under the control of the Mpumalanga

Tourism and Parks Agency, and to which a member of the public has a right of access, or is usually admitted or to which he may be admitted; and

- 7.5.1.1 "vehicle" means any vehicle, conveyance or craft which is the property or under the control of the Mpumalanga Tourism and Parks Agency and which is used for the transport, for profit or otherwise of the public or the Mpumalanga Tourism and Parks Agency' employees.

8 ACCESS TO PREMISES

- 8.1 Subject to the Mpumalanga Tourism and Parks Agency' security measures, the Mpumalanga Tourism and Parks Agency shall grant the Bidder and its employees access at all reasonable times to the premises so that they may carry out their duties in terms of the contract.
- 8.2 The Bidder shall ensure that the Bidder and its employees are fully aware of the Mpumalanga Tourism and Parks Agency' security measures and regulations including searches.
- 8.3 The Mpumalanga Tourism and Parks Agency shall provide the Bidder with all the necessary keys and access facilities, free of charge, so that the relevant workers may totally execute their duties in those areas of the building where they have to carry out their function in terms of the contract.
- 8.4 The Bidder shall be fully responsible for the safekeeping of these and for the replacement of any lock at the Bidder's expense, if any key is damaged or lost

9 STRIKES

- 9.1 If any of the Bidders workers strike on the Mpumalanga Tourism and Parks Agency premises or in the Mpumalanga Tourism and Parks Agency buildings, the Bidder shall within two hours of agreeing on this with the Mpumalanga Tourism and Parks Agency undertake to remove such workers from the Mpumalanga Tourism and Parks Agency premises. If the Bidder fails to comply with this provision, the Mpumalanga Tourism and Parks Agency shall be entitled to terminate the contract immediately – notwithstanding any provision to the contrary in the contract – after giving the Bidder written notice, with or without any period of notice. Both parties undertake to notify each other if either party becomes aware of any strike or potential strike on any Mpumalanga Tourism and Parks Agency premises.

10 INTIMIDATION

- 10.1 It is the intention of both parties that the security personnel provided in terms hereof shall, as far as it is practically possible, not fail to carry out their duties as a result of any suspected by the Bidder, it shall take *prompt* action in conjunction with the South African Police Service to remedy the situation.

10.2 Such action shall, if deemed necessary by the Mpumalanga Tourism and Parks Agency, include immediate replacement of the security personnel involved.

11 MEETINGS

11.1 The Bidder or his delegate shall be required to attend weekly meetings with the Mpumalanga Tourism and Parks Agency's controlling officer or his delegate at the relevant premises on which security services are provided to discuss the provision of security services.

11.2 The Bidder shall also be required to attend at least a meeting on a monthly basis with the Mpumalanga Tourism and Parks Agency Security Head or his delegate, to discuss matters relating to the execution of security services, the administration of the contract in general.

12 REPORTING OF INCIDENTS AND REPORTS

12.1 All incidents or accidents involving the death or injury of or injury to any person, including any criminal offence committed on the premises of the Mpumalanga Tourism and Parks Agency, shall forthwith be reported to the local police station and the Mpumalanga Tourism and Parks Agency. A detailed written report of all such incidents or accidents shall be presented to the Mpumalanga Tourism and Parks Agency within twenty-four (24) hours after the occurrence of the said incident or accident. A list of names and telephone numbers of the Mpumalanga Tourism and Parks Agency controlling officers to whom the said incidents or accidents shall be reported, shall be made available to the Bidder on or before the commencement of the agreement.

12.2 Salient details of all incidents occurring on the Mpumalanga Tourism and Parks Agency premises shall be recorded immediately after the occurrence thereof in the occurrence book. Books for this purpose shall be made available by the Bidder the premises shall remain available for inspection by the Mpumalanga Tourism and Parks Agency at any time prearranged office or enclosure of the premises. Such occurrence books shall become the property of the Mpumalanga Tourism and Parks Agency whom may dispose of it as it deems fit. The following are compulsory occurrence book entries must be made clearly legible, in blue/black ink:

12.2.1 All occurrences, however important, slight or unusual with reference to correct time and relevant actions taken.

12.2.2 All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.

12.2.3 The issues and / receipt of keys, indicating the times and by whom they were or delivered.

- 12.2.4 The locking or locking of doors or gates, indicating the time and by whom locked or unlocked.
- 12.2.5 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing over must sign the relevant register.
- 12.2.6 After taking over of shifts, the first – level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.
- 12.2.7 All relevant information noted down in security officers' notebooks must immediately or directly After return from patrol or duty point, be copied into the occurrence book.

NB! Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by single line and authorized on the side and no pages should be removed from the book. **Full entries of the occurrence books shall be handed over to the Mpumalanga Tourism and Parks Agency' controlling officer for the site.**

12.3 A weekly detailed written report in respect of the premises shall be submitted to the Mpumalanga Tourism and Parks Agency' controlling officer on or before the first working day of the following week. The report shall include full details of any incidents or accident, which occurred during the preceding week, reports as may be requested by the Mpumalanga Tourism and Parks Agency in the duty list, details of routine visits, and any other information relating to the security situation on the premises.

12.4 Notwithstanding anything to the contrary, the Mpumalanga Tourism and Parks Agency may also, should it deem it necessary, request the Bidder to submit a detailed written report in respect of any incident or accident after it has occurred on the Mpumalanga Tourism and Parks Agency' premises.

12.5 A monthly report, in respect of each premises, shall be submitted to the Mpumalanga Tourism and Parks Agency' Head: Security Services on or before the 5th working day of the following month and copy the Controlling Officer of the specific site.

13 HOUSING OF BIDDER'S EMPLOYEES

13.1 No accommodation will be provided by the MTPA for the security officers working on site. Under no circumstances shall housing for the Bidder's security personnel be erected on the property of the Mpumalanga Tourism and Parks Agency.

14 PROVISION OF TWO-WAY RADIO COMMUNICATION AND PANIC BUTTON

- 14.1 A two-way radio communication, panic button (and firearms where needed) where provided by the Bidder shall have an adequate range to ensure, as far as is practically possible, good communications between any two points within a patrolled area on the premises of the Mpumalanga Tourism and Parks Agency on which security services are provided.
- 14.2 The Bidder shall provide the Mpumalanga Tourism and Parks Agency site controlling officer or his delegate on or before the commencement date with a diagram indicating the local communication network and call signs used by the Bidder during the term of this agreement. Any changes in this network or call signs shall forthwith be brought to the attention of the Mpumalanga Tourism and Parks Agency.
- 14.3 The two-way radios and base station where applicable shall at all times be in a working condition and the Bidder at its own cost shall replace any defunct or faulty radios without delay.
- 14.4 The Bidder shall at his own cost supply a radio base set, to be installed in the Security Control/Duty Room of the Mpumalanga Tourism and Parks Agency as well as a diagram of the call-signs, which shall enable direct communication between the Mpumalanga Tourism and Parks Agency' site and the Bidder's own Radio Control Room.
- 14.5 The Bidder shall take the necessary steps to prevent radio transmissions on or near the Mpumalanga Tourism and Parks Agency' premises to cause interference with, or block reception by communication systems used by the Mpumalanga Tourism and Parks Agency.
- 14.6 Under no circumstances shall the Bidder operate any radio equipment on the Mpumalanga Tourism and Parks Agency' premises without obtaining the prior written authority.
- 14.7 Should the Bidder or any of its employees use any radio equipment on the Mpumalanga Tourism and Parks Agency' premises without such written authority, the Bidder shall be liable for any damage or loss suffered by the Mpumalanga Tourism and Parks Agency directly contributed to the use of such radio equipment.

15 CONTRACT PERIOD.

- 15.1 The bidder/s will be appointed for a period of three (3) years with the option to cancel the contract due to failure to perform.

16 CANCELLATION OF SERVICES

Notwithstanding anything to the contrary herein contained, the Mpumalanga Tourism and Parks Agency shall be entitled to cancel a portion, or any part of the services required, by one month's notice in writing to the Bidder.

17. CONFIDENTIALITY

- 17.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 17.2 All bidders are bound by a confidential agreement preventing the unauthorised disclosure of any information regarding MTPA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the Board or the delegate.
- 17.3 Confidential information⁸ includes any information or knowledge whatsoever relating to MTPA or any of its divisions, including but not limited to all information in whatever form (tangible or intangible), reports (whether generated by MTPA or service providers to MTPA), documentation, specifications, know-how, accounts and computer readable data relating or pertaining to the project, MTPA or any of its divisions.

18 PRICING

- 18.1 The pricing schedule to be submitted should clearly indicate separately the costs of an unarmed guard and as well as the cost for an armed guard.
- 18.2 Bidders note that the MTPA reserves the rights that in the future it may choose to increase the number of armed guards, thus it is imperative that the rates for each of the guards is clearly specified by the bidders.

• EVALUATION CRITERIA

A preferential point system shall apply in accordance with the procedure for evaluation of tenders as stated in the MTPA's Supply Chain Policy where the 80/20 point system OR 90/10 point system shall be applicable. Service Providers should submit their proposals with the following compulsory documents:

• EVALUATION OF BID OFFERS

The procedure for the evaluation of the offers will be 80/20 or 90/10 as stipulated above, which will be calculated as follows:

FUNCTIONALITY

EVALUATION CRITERIA				Weight
Experience in the security industry				50
A proven track record with a minimum of five years in rendering security services in the government or state entities				
(a) Experience				
Number of years	Score	Value		
0 to 1 year	1			
1 to 2 years	2			
2 to 3 years	3			
3 to 4 years	4			
5 years and above	5		25	
(b) Value of contracts	Score			
Value of Contract				
R 1- R 5 000 000	1			
R 5 000 001 - R 10 000 000	2			
R 10 000 001-R 20 000 000	3			
R 20 000 001- R 25 000 000	4			
R 25 000 001 and above	5		25	
Bidders must attach a list current and previous projects in government or State Owned Entities Reflecting the term, the value of the contract, etc.				
Comprehensive Project Implementation Plan			Value	50
The project Implementation Plan must outline the following				

EVALUATION CRITERIA				Weight
Deployment plan explaining how the project will be managed, who will be managing the project, the activities of the person responsible for the project and time frames				20
Bullets as per other document you referred to				
Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes, ad-hoc arrangement etc.				10
Training Plan explaining specific target areas and intend audience:				10
Security equipment. The service provider to list available equipment to be used for the project and provide pictures hereof. Including but not limited to firearms, handcuffs, batons, radios, panic buttons, pocket books an occurrence book, complete uniform, Raincoat, Pocket book & Pen per security officer, PSIRA Identity Card, Baton sticks, Handcuffs, Whistles, Flash light/Spot light, Fully operational radio (with adequate range) or Two way hand held radio				10
Subtotal				100
Price				80/90
SPECIFIC GOALS				20/10
Total				100

NOTE: A bidder/s that score less than 70-Points in respect of functionality, or submits solutions that are not according to requirements will be regarded as submitting a non-responsive bid and will be disqualified

Price: 80% OR 90%

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 competitive price of bid under consideration
Pt = comparative price of bid under consideration
P min = comparative price of lowest acceptable bid

Preference points (20/10) will be allocated utilizing the below specific goals;

SPECIFIC GOALS	POINTS ALLOCATED	
	80/20	90/10
Historically disadvantaged by unfair discrimination on the basis of race,	6	3
Gender (Women)	5	2
Disability	5	3
Youth	4	2

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

21. REQUIREMENTS

Tenders that do not meet the minimum participation goals stipulated in the General Conditions of Contract will be disqualified, which includes the following:

- Company registration documents and ID Copies
- Tax clearance certificates (valid for one year from the date of advertisement);
- Completed and signed SBD Forms
- Company PSIRA Certification
- Compulsory Briefing Session on Microsoft Teams, link available upon request.

22. TIME FRAMES AND SUBMISSION OF BID DOCUMENTS

A company profile, Company Registration Papers, CSD Registration Report, Price Schedule, Certification, Tax Compliance Status Pin/ Tax Clearance Certificate and Proof of Attending Compulsory Briefing Session on MS Teams and PSIRA Certification should accompany Bid Documents

Shortlisted service providers will be expected to avail themselves for presentations. A submission of bid is neither an automatic appointment nor a guarantee for appointment. Bidders who do not meet the set standards and requirements will be automatically disqualified.

All proposals and supporting documents must be clearly marked **“PROVISION OF SECURITY SERVICES – REF: MTPA/20232024/CEO/01”** and submitted to The Senior Manager Supply Chain Administration, Office of the Chief Financial Officer, Private Bag X11338, Nelspruit, 1200 or hand delivered to Block E (E4) at MTPA Office Complex, N4 National Road, Hall's Gateway, Mafaffin; by no later than 11:00 on 24 JANUARY 2024

Late proposals, telefax or emailed proposals will not be accepted.

Enquiries of the bid may be directed as follows:

Technical Enquiries:

Marius Gle 013 065 0634

Supply Chain Management queries:

Priscilla Gwebu 013 065 0639

23. LEGAL IMPLICATIONS

The appointed service provider/s will be subject to signing of a contract for a period of three years.

24. CONCLUSION

We request that this submission be approved as the current contract has already expired.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad 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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)