



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

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INVITATION TO BID

BID REF NO.	MMB01-2025NW
DESCRIPTION	PROVISION OF PHYSICAL SECURITY GUARDING SERVICES IN THE NORTH WEST DEPARTMENT OF EMPLOYMENT AND LABOUR AT MMABATHO PROVINCIAL OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS
BRIEFING SESSION	NO BRIEFFING SESSION
ENQUIRIES	NWTenderEnquiries@Labour.gov.za
BID SUBMISSION	E-SUBMISSION ON ETENDER PORTAL
BID CLOSING DATE	24 OCTOBER 2025
TIME	11H00
BID VALIDITY PERIOD	90 DAYS
BID INFORMATION	BID can be obtained from the etender portal: www.etenders.gov.za

Attached please find the General contract conditions, SBD1, SBD3.3 (pricing schedule), SBD4, SBD6.1 and Terms of Reference.

- Prospective suppliers who are interested in participating in the aforementioned Bid are invited to submit their Bid in full compliance to the requirements of this document, completed and signed.
- Only documents that are submitted via eTender Portal on e-submission on or before closing date.
- Failure to to comply may invalidate your BID.
- The bid price must be written correctly and in full.
- Emailed or hand delivered bids will not be accepted.

Department of Employment and Labour • Departement van Indiensneming en Arbeid
Muhasho wa zwa Mishumo na Vhashumi • uMnyango Wezemisebenzi Nezabasebenzi • Ndzawulo ya Mintirho
Litiko Letekucasha Netebasebenti • UmNyango wezokuQatjha nezabaSebenzi • Kgoro ya Mešomo le Bašomi
Lefapha la Thiro le Basebetsi • Lefapha la Merero ya Ditiro le Badiri • ISebe lezeNgqesho nezabaSebenzi

CHECKLIST ADVERTISED BIDS FOR DEPARTMENT OF EMPLOYMENT AND LABOUR:

BID REF NO: MMB01-2025NW

CLOSING DATE: 24 OCTOBER 2025

No.	DOCUMENT REQUIRED	CHECK BY BIDDER (Tick by	CHECK BY SCM/EVALUATION (Tick by
1.	SBD 1		
2.	SBD 3.3 /PRICING SCHEDULE		
3.	SBD4		
4.	SBD 6.1		
6.	BBBEE Certificate, or sworn affidavit		
7.	Certified ID copies not older than 6 months.		
8.	Certified copies of CIPC certificate		
8.	Company registration documents		
9.	Company profile		
10.	Valid PSIRA company certificate		
11.	Valid PSIRA directors certificate		
12.	Valid letter of good standing COID		
13.	Valid UIF compliance certificate		
14.	Proof of liability certificate		
16.	Proof of tax compliant, e.g. Pin/ CSD report		
17.	Copy of Administrative compliance of the Bid and returnable documents.		
18.	Bargaining Council membership Form		

*****This id to claim BBBEE points**

All forms should be fully completed and signed.

Signature

BIDDER

SCM/EVALUATOR

DATE

DATE



**Terms of reference for the provision of Physical Security
guarding services for the period of 3 years at Mmabatho
Provincial Office**

TABLE OF CONTENTS

Details..... Page
no

SECTION A: Technical Requirements	
Purpose	3
Mandate	3
Site	3
Applicable legislative and directives	3
Scope of work	3
Duration	4
Operational conditions	4
Contractor's responsibility	9
Other security registers	9
Visitors register	9
Pocket book	10
Staff after hour's register	10
Information register	10
Removal permit	11
Government vehicle register	11
SECTION B: General Requirements Phase	
Legislative framework of the bid	12
Department of Employment and Labour Acts, Rules and Regulations	13
Protection of Personal Information Act	13
Late Bids	13
Supplier due diligence	13
Duration of Contract/ Maintenance Agreement	13
Submission of bid response	13
SECTION C: Evaluation Phase	
Evaluation Phase	14
Phase 1: Administrative Pre-Qualification Requirements	14
Phase 2: Mandatory Requirements/Conditions	15
Mandatory general requirements	15
Declaration of compliance	16
Phase 3: Functionality Requirements	17

Phase 4: Final Evaluation	17
Special Conditions of this bids	19

SECTION A: TECHNICAL REQUIREMENTS

A. PURPOSE

To appoint a service provider for rendering of physical Security Services at the Department of Employment & Labour: Mmabatho Provincial Office for a period of 36 months. The main aim of the service is to help prevent crime, ensure safety and provide peace of mind to those within the protected areas.

B. MANDATE

The Security Services Directorate is entrusted to provide a safe and secure work environment for all as prescribed in the relevant legislation and directives.

As the Directorate has insufficient capacity, the existing services are to be augmented by the appointment of a service provider to provide the required capacity to achieve its mandate.

C. SITE

These services are to be rendered at Department of Employment & Labour: Mmabatho Provincial Office.

D. APPLICABLE LEGISLATION AND DIRECTIVES

The appointed services provider/s must deliver the required services with alignment to the applicable legislation. These are described in the PSRIA standards.

E. SCOPE OF WORK

The scope of work to be delivered continues 24 hours per day, 7 days per week (including weekends and public holidays)

Whilst delivering the required scope of work the service provider must ensure that:

- No property of the department may be removed from the premises without a proper authorization by a person designated by management.
- Ensure a weapon-free environment for all by preventing access to any dangerous/ illegal objects from entering the premises.
- The service provider must deploy staff for roaming patrol duties on the premises to detect any security breaches or general observation of the

premises. The security officer must take notice of any irregularities which may occur and act accordingly.

- The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the state activities may be furnished to the public or media by the successful bidder or any of his/her employees
- At all times Security Officers must present an acceptable image and appearance which implies that they may not sit, lounge about, smoke, eat or drink while attending to employees of the Department and the public.
- The Supervisors and Security Officers must always present a dedicated professional attitude. A dedicated professional attitude and approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors and/or staff or discourteous behavior towards them
- The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties

1.1 DURATION

- (a) The duration of the contract will be for a period of three years (36 months), commencing from the date the company begins with the security services on site. The contract will be reviewed every year. Services are expected to be delivered 24 hours a day for 365 days.
- (b) The successful tenderer shall be obliged to sign a service level agreement on commencement of the service.

2. OPERATIONAL CONDITIONS

SPECIFICATION (OPERATIONAL REQUIREMENTS)

ITEM NO	DESCRIPTION	REMARKS
2.1.1	Service required	
	The rendering of a Guarding Service for a period of 36 months on the following premises: Department of Employment and Labour Mmabatho Provincial Office Provident House University Drive Mmabatho 2735	
	Item	Number

ITEM NO	DESCRIPTION		REMARKS
2..1.1.1	Security Officers - Grade C Day Shift: 06:00 - 18:00 Monday–Friday,	14	
2..1.1.2	Security Officers- Grade C Night Shift: 18:00 - 06:00 Monday – Friday	4	
	Security Officer – Grade C Day Shift weekend/Public Holidays	4	
	Security Officer – Grade C Night Shift weekend/Public Holidays	4	
2..1.1.3	Security Aids		
	(a) Portable hand held 2 way radios (to be programmed to contractor's frequency).	14	
	(b) Torches (including batteries)	4	
	(c) Contractors register and service providers	1	
	(d) Batons	14	
	(e) Pocket books	14	
	(f) Handcuffs	14	
	(g) Cellphones with Airtime	1	Cell phone on site
	(h) Whistles	4	
	(i) Occurrence book	1	On Site
	(j) Patrol monitoring device	8	
	(k) Metal detector	4	
	(l) Visitors Register		Register on site
	(m) Laptop Register		Register on Site
	(n) Register for State Vehicles		Register on Site
	(o) Pepper spray	4	
2.1.2			
2.1.2.1	The organization must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). <i>As proof thereof, a copy of registration must be attached with the tender.</i> All Security officers that the tenderer supplies to render the service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001).		
2.1.2.2	A copy of the registration certificates in respect of all the Security officers must be attached to the tender documents.		
2.1.3	The tenderer must have a well-established and equipped (24) hour security control room. The Tenderers must furnish details of security equipment, registers, and security systems which is available in the security control room. <i>NB: The Department holds the right to inspect such control room.</i> Tenderers must be reachable within twenty four (24 hours) - during emergency 8 hours terms.		
2.1.4	It is expected that the tenderer shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the law. A three months Bank Statement / letter of financial assistance must be submitted as proof that the tenderer has the financial capability to remunerate his/her employees without being dependent to the Department of Employment and Labour for payments of his/her employees.		
2.1.5	Tenderers must, in consultation with the responsible Manager in charge of Security Services, or the Security Official delegated from the Department of Employment and Labour, undertake to provide certain and reasonable number of staff as required for the rendering of the service at the site during crisis situations. Failure to consult with responsible Manager or such delegated official will result in this matter being regarded as been illegitimate		

ITEM NO	DESCRIPTION	REMARKS
2.1.6		
2.1.6.1	The quality of the service to be rendered must be in accordance with Private Security Industry Regulatory Authority standards. It is the responsibility of the successful tenderer to see that personnel employed for the rendering of this service, meet the requirements at all times, which is incorporated in the legislations listed below. Failure to meet any of these requirements will result in the termination of the contract. All possible steps shall be taken by the tenderer to ensure that the intended execution of this agreement takes place. These steps include, inter alia, the following : a) The protection of Department of Employment and Labour officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); b) The protection of State property at the intended sites and the protection of said property against theft and vandalism; c) The Protection of Information; and d) The Protection of the business process of the Development against any Interruption.	
2.1.6.2	The contractor will be held liable for any damages or loss suffered by the Department of Employments and Labour as a result of the contractor's own or his employees' negligence or intent, which originated on the site.	
2.1.6.3	The Department of Employment and Labour shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the department's site.	
2.1.7		
2.1.7.1	Security Officers must have obtained a Senior Certificate or equivalent qualification.	
2.1.7.2	The Security Officers supplied to render the service, must at least have had (2) two years security experience.	
2.1.7.3	Security Officers supplied to render the service, must be trained to the standard set by the Private Security Industry Regulatory Authority, and trained in a Private Security Industry Regulatory Authority accredited centre. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985.	
2.1.7.4	The Department will screen (and interview) the Security Officers supplied to render the service within (7) seven days after commencement of their respective service and to verbally request an immediate replacement should the Security Officer not meet the criteria or perform to the accepted standard.	
2.1.8		
2.1.8.1	All security personnel and management involved with the Security Services of the Department of Employment and Labour shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration to the responsible Manager in charge of Security Services in the Department of Employment and Labour.	
2.1.8.2	The Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department and the State in general.	
2.1.8.3	The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the State activities may be furnished to the public or media by the contractor or any of his/her employees..	
2.1.9	All Directors in the Company will be subjected to security screening.	

2.2.		
2.2.1	The following general requirements apply :	
2.2.1.1	At all times Security Officers must present an acceptable image and appearance which implies, that they may not sit, lounge about, smoke, eat or drink while attending to employees of the department and public.	

ITEM NO	DESCRIPTION	REMARKS
2.2.1.2	The Supervisors and Security Officers must at all times present a professional dedicated attitude. A professional dedicated attitude approach shall imply that there shall be no unnecessary arguments with visitors / staff or discourteous behavior towards them.	
2.2.1.3	The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties.	
2.2.1.4	The Department retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority.	
2.2.2	The contractor shall undertake to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of: a) A neat and clearly identifiable uniform of the company, which will include matching rain coats and overcoats for personnel performing duties outside the building. b) A clear identification card of the company with the member's photo, identification and staff number on it, worn conspicuously on his/her person at all times. c) Alternatively: The valid identification card issued by the Private Security Industry Regulatory Authority.	
2.2.3	Tenderers must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department. The appropriate documents shall include, the following; Scholastic, training, registration and medical certificates.	
2.2.4		
2.2.4.1	The contractor must ensure that the Occurrence Register and Access Control Register / Forms, which are available on the site, is utilized and maintained as required :	
	(a) Occurrence Register - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference. - Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., and the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink. - All occurrence/events however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink. - All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times. - The issue and/or receipt of keys, indicating the time and by whom they were received and delivered. - The unlocking / locking of doors / gates, indicating the time and by whom they were locked / unlocked. - 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 entries.	
	- Occurrence register - Read : After handing-over of the shifts, the person who has come on shift must make an entry that he / she has read the occurrence register in order to acquaint himself / herself with events that occurred during the previous shift.	
	- All shifts by Supervisors and Management: These entries must be done in legible red ink. Officials of the Department shall pass on in writing, all additional requests in respect of the rendering of the service.	
	- Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.	
	b) Shift Rosters - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on	

ITEM NO	DESCRIPTION	REMARKS
	duty. - Drawing up a shift roster: Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept on site where the service is rendered. - Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence register.	
	c) Duty sheet - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract. - The contractor must have a fully expounded duty sheet available at each duty point of the site.	
	d) Two-way radios - The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on the site and with the contractors control room. - Hand held 2 way radios: The hand held radios must be in good working condition at all times and they must be handed to the Security Officer patrolling the site for immediate communication with the base station.	
	e) Patrols - The purpose of patrolling is to ensure that the site is inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.	
2.2.5		
2.2.5.1	The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative.	
2.2.5.2	A meeting, where formal discussions can be held between the Departmental Representative and Contractors Supervisor / Manager or Contractor himself / herself, must be held at least once a month. The Department will keep the minutes of the meeting.	
2.2.5.3	The contractors shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the responsible Manager or delegated official in the Department of Employment and Labour.	
2.2.6		
	No security personnel may be allowed to work a shift longer than (12) twelve hours.	
2.2.7		
	<u>Definition:</u> Lost articles found at the site and of which the ownership could not immediately be established. All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental Representative.	
2.2.8		
2.2.8.1	A thorough inspection of the service shall be performed by Departmental officials as well as the contractor at least once monthly.	
2.2.8.2	The Department retains the right to inspect the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.	
2.2.8.3	The Department retains the right to require from the contractor, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Department will not be held responsible for any damages or claims which may arise and the contractor or successful tenderer indemnifies the department against any such claims and legal expenses.	
	NOTE: The Department's representative will check daily whether sufficient personnel are available on site in terms of the conditions.	
2.2.8.4	All security personnel shortages must be noted in the occurrence register by the Contractor or any of its employees on duty.	
2.2.9	Labour unrest incidents	
	<u>Labour unrest on site:</u> If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service. The contingency plan of the	

ITEM NO	DESCRIPTION	REMARKS
	department will be in place.	
2.2.10	General	
	The contractor's personnel must at all times refrain from littering and they must keep the grounds / building / work area occupied by them clean, hygienic and neat.	
	Under no circumstances will any security personnel be allowed to trade on the premises.	
2.2.11		
	The contractor must Provide proof of reference letter(s) which are signed and stamped on a company letter to show that the bidder indeed perform security services.	
2.2.12		
	A direct line of communication must be established between the security control room in the department and the control room of the contractor.	
	The contract is valid for a period of 3 years (36 months) and the Department reserves the right to terminate the contract with immediate effect if the contractor is not rendering the service in terms of the contract and Service Level Agreement. This will be done in line with the policies of the Department of Employment and Labour.	
2.2.13	Project Execution Plan must be supplied by the contractor.	

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 The contractor must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and damage ensuing from his obligations and he must ensure that such insurance remains operative for the duration of this agreement.
- 3.2 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service.
- 3.3 The contractor must on commencement of the service, and at his own expense, establish a site office in Mmabatho and ensure that the office remains operative for the duration of this agreement.

4. OTHER SECURITY REGISTERS

Apart from the occurrence book mentioned above the following registers shall be utilised by the Security Officers in rendering service at Department of Employment and Labour buildings: Mmabatho Provincial Office.

4.1 Visitors register

Purpose: The purpose of the visitor's register is to have information available at all times regarding persons allowed entry to the site within a specific period, in case occurrences should take place which might lead to judicial enquiry or investigations. Register should be kept clean, legible and neat all times. These register forms must be completed correctly and legibly by the security guard / officer on duty and the following information from the visitor should be noted:

- Date and time of visit and departure
- Surname and initials of the visitor
- ID number and proof of identity of the visitor
- Home and work address of the visitor
- Name of person to be visited

- Telephone numbers at work or home
- Duration of the visit
- Purpose of visit
- Signature of the visitor

4.2 Pocket book

Purpose: The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

Requirement: During their turns of duty all security personnel must have a pocket book on their possession.

The following information must be noted down in the Pocketbook.

All occurrence / events, however important, slight or unusual, referring to the following:

- 4.2.1. Reporting on and off duty.
- 4.2.2. Time the event occurred.
- 4.2.3. Extent of occurrence or event.
- 4.2.4. The Security Officer should record any serious event taking place during the execution of the duty.
- 4.2.5. Supervisor should visit the site once in every shift daily.
- 4.2.6. Supervisor should at all times sign in the Security Officers pocket book in a red ink to ensure that he / she visited the officers on site.

4.3 Staff after hours' register

- 4.3.1 The after hour's register is intended to exercise control over staff members and any other people who entered the buildings after hours. This register is also applied during weekends and public holidays.
- 4.3.2 All personnel leaving the building after hours should complete the after hour's register.
- 4.3.3 The Security Officer on duty must ensure that all personnel completing the register complete it correctly. This means that the Security Officer shall ensure that the correct time and signature of the personnel is entered correctly.

4.4 Information register

- 4.4.1 The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any other matters are recorded in the book so that shift-workers can receive messages.

- 4.4.2 Security Officers reporting for duty should read the information register, so that they can have the necessary information regarding security activities. After the message the officer should sign so as to acknowledge that he / she has received the message.
- 4.4.3 Each entry should have a serial number, date, time and the name of the officer who made the entry.

4.5 **Removal permit**

This permit is the most essential in terms of control of goods and assets leaving the department. This register should be controlled in this manner.

- 4.5.1 State asset, information and other relevant goods are not allowed to leave the department before the proper authority is obtained. There is a control officer who has the authority to sign for the goods leaving the building.
- 4.5.2 The Security Officer shall verify the serial numbers and the goods before the goods can be removed from the building. When the Security Officer is not certain with the serial numbers and other information, he / she should contact the senior officer to look at the matter before such goods can be removed from the building.

4.6 **Government vehicle register**

Security personnel should control government vehicles at the exits and entrances of the buildings. The security personnel should look at the following issues:

- 4.6.1 To determine whether the driver has the authority to drive the vehicle.
- 4.6.2 To report the abuse of Government vehicles by officials.
- 4.6.3 To combat the theft of vehicles and their tools.
- 4.6.4 To ensure that the vehicles are used for only official purposes.
- 4.6.5 To ensure that the officials are not returning the vehicles without reporting them.
- 4.6.6 To check the date and time the vehicle departed and entered the premises.

SECTION B: GENERAL REQUIREMENT PHASES

1. LEGISLATIVE FRAMEWORK OF THE BID

1.1 TAX LEGISLATION

- 1.1.1 Bidder(s) must be compliant when submitting a proposal to Department of Employment and Labour and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.1.3 The Tax Compliance status requirements are also applicable to foreign bidders or individuals who wish to submit bids.
- 1.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 1.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 1.1.6 Where Consortia or Joint Ventures or Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

1.2 PROCUREMENT LEGISLATION

Department of Employment and Labour has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000).

1.3 TECHNICAL LEGISLATION AND/OR STANDARDS

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable for the services being rendered.

2. DEPARTMENT OF EMPLOYMENT AND LABOUR ACTS, RULES AND REGULATIONS

Bidder(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulations. Bidders(s) should remain compliant throughout the contract, in relation to the Evaluation and Selection Criteria.

3. PROTECTION OF PERSONAL INFORMATION ACT

The successful bidder shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 Of 2001)

4. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration. Where practical these will be returned unopened to the bidder(s).

5. SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final award. This includes but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted bidder be found not be compliant with the Regulations, the Department may regard the bid as non-responsive. Furthermore, the successful bidder must remain compliant for the duration of the contract period or the contract may be terminated.

6. DURATION OF THE CONTRACT /MAINTENANCE AGREEMENT

The successful bidder will be appointed for a period of 36 months commencing on the date the SLA was duly signed.

7. SUBMISSION OF BID RESPONSE:

- a. The bidder has submitted a bid response documentation pack: that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page.

SECTION C: EVALUATION PHASES

1. EVALUATION AND SELECTION CRITERIA

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

Phase	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Mandatory requirements	YES
Phase 3	Evaluation on Functionality requirements	YES
Phase 4	Evaluation on Price and Specific goals	YES

Table 1: Bid Phases

NOTE

The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

1. PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then the Department reserves the right to –

- *No late bids shall be accepted.*
 - *Reject the bid and not evaluate it in the case of discrepancies in terms of the costing,*
 - *Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.*
- a. The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA number
 - b. The total bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation

- C. Completed and Signed Standard Bidding Documents (SBD forms)
- D. Certified ID copies of Company Members and Shareholders, at the point of submission.
- e. A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
- f. Bids should be held valid for a period of 90 days.

2. PHASE 2: MANDATORY REQUIREMENTS/CONDITIONS

NOTE:

The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which will be regarded as "NON COMPLIANT".

2.1 MANDATORY GENERAL REQUIREMENTS.

- i. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NON COMPLIANT".
- ii. The bidder must complete the declaration of compliance as per section 2.2 below by marking with an "X" either "COMPLY", or "NON COMPLIANT" with ALL of the technical mandatory requirements, failing which will be regarded as "NON COMPLIANT".
- iii. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- iv. NO grace period shall be allowed to submit mandatory documentation and all those bidders who did not comply with these requirements, will be disqualified.

DECLARATION OF COMPLIANCE

The bidder declares by indicating with an "X" in either the "COMPLIANT" (Yes) or "NON COMPLIANT" (No) column that –

- (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 2.2; AND
- (b) Each and every requirement specification is substantiated by evidence as proof of compliance.

2.2

NO	MANDATORY REQUIREMENTS	COMPLIANT	
		Yes	No
1	Valid PSIRA certificates for the owner / board member of the company		
2	Valid PSIRA certificates for the company		
3	Valid certificate of good standing for PSIRA		
4	Valid Registration with National Bargaining Council for the Private Security Sector (NBCPSS) – certified copy		
5	Copy of a valid ICASA radio licence / OR A valid contract with a holder of a valid ICASA radio licence. NB: provide a valid contract signed by relevant authorities and a copy of the ICASA radio licence held by the third party.		
6	Declaration that your security company and the proposal to the Department addresses all the requirements as stipulated in Sections 6, 7, 8, 9 and 10.		

Table 2: Declaration of Compliance

- **IMPORTANT NOTE: ALL CERTIFIED COPIES TO SUBSTANTIATE COMPLIANCE MUST BE SUBMITTED ON THE CLOSING DATE AND TIME WITH YOUR PROPOSAL, AS INDICATED IN PAR 2.1 (i) ABOVE AND MUST BE VALID AT THE TIME OF CLOSING (AND MUST REMAIN VALID FOR THE PERIOD OF THE CONTRACT).**

3. PHASE 3: FUNCTIONALITY REQUIREMENTS

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) and Mandatory requirements (Phase 2) will be evaluated for Functionality (Phase 3) will be evaluated as follows:

Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.

Criteria	Description	Points
Relevant Company Experience in Security industry	Bidders must: 1. Provide proof of reference letter(s) which are signed and stamped on a company (bidder clients) letter(s) to show that the bidder indeed performs security services. 2. The reference letter above must be in the letterhead indicating service duration details and include the contact person and details (Email and Telephone number). Experience will be scored as follow: ➤ 6 years and above (40 points) ➤ 4-5 years (30 points) ➤ 2-3 years (20 points) ➤ 1 year or Less (10 points) ➤ No experience (0 points)	40
Resources and Equipment (Vehicle	1. Proof of Vehicles Attach vehicle registration certificates under the company name:	30

registration certificates and pictures)	➤ 1- 3 vehicles certificates (10 points) ➤ 4 or More vehicle certificates (15 points) 2. Provide pictures of staff in company uniform and security aid according to the specification requirements (5 points) NB: No demonstration of pictures, the bidder wont score points (Zero points) and detailed and multiple pictures, the bidder will score points.	
Project and contingency plan	1. Tabling daily activities shift roster, occurrence book and supervisory activities (10 Points) 2. Detailed response plan, including time in an event of emergency (10 points) 3. Provide a detailed operational plan on services/scope of work/task that will be executed (10 points) NB: No points will be allocated on information that is not provided by the bidder.	30

4. PHASE 4: FINAL EVALUATION: 80/20

All bidders that qualified in Phase 3 of the Functionality requirements, will proceed to Phase 4, to be evaluated on the 80/20 Principle, where:

PRICE = 80 POINTS

SPECIFIC GOALS = 20 POINTS

Goals	Number of points (20 points)
<u>Historically disadvantage individual (excluding white women):</u> 5 points will be calculated to 100% ownership by HDI's	5
<u>Percentage owned by Women</u> 5 points be equal to 100% ownership (Points Will be calculated and allocated based on the % of ownership to the company)	5
<u>Locality</u> 10 points will be allocated to a company that is 100% owned by South African citizens based in the North West Province and not a subsidiary of	10

a foreign owned company.	
South African citizens not based in the North West.	0
Non South African Citizens	0

Table 6: Goals

Special Conditions of Bids

A. General conditions of contract

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- i. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter into a contract with the successful bidder (s).
- ii. The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.
- iii. In the event where there are Special Conditions of Contract (SCC) that contradict the GCC, those Special Conditions will supersede the GCC.

B. LEGAL REQUIREMENTS OF THE CONTRACT

- i. Bidder/s must comply with basic Labour Relations Act/s, e.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.
- ii. The Department may conduct an inspection to ensure compliance with all the labour laws and perform a security screening exercise.
- iii. The Department also reserves the right to cancel an award should the service provider be found to be non-compliant on security screening and or other labour laws.

C. CONTRACT PRICE

The contract price must be fixed for the duration of the contract for a period of 36 months.

D. SERVICE LEVEL AGREEMENT

- i. Upon award Department of Employment and Labour and the successful bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by the Department. The bidders are required to submit a draft SLA in this tender pack.
- ii. Department of Employment and Labour reserves the right to alter the proposed draft SLA and or indicators used therein during the course of negotiations with a bidder.

E. SPECIAL CONDITIONS OF THIS BID

Department of Employment and Labour reserves the right:

- 1.1. To negotiate with one or more prospective bidder(s) identified in the evaluation process, regarding any terms and conditions, including price.
- 1.2. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 1.3. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 1.4. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.
- 1.5. Award to multiple bidders based either on size or geographic considerations.
- 1.6. Skills Transfer and Training: Detailed training for operation of the installed security products to be provided to at least 10 security personnel.

DEPARTMENT OF EMPLOYMENT AND LABOUR REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, Bidder(s) are required to declare the following:

1.7. Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Department of Employment and Labour fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Employment and Labour;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so.

CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 1.8. Department of Employment and Labour reserves its right to disqualify any bidder who either itself or any of whose member's directors or members of senior management, whether in respect of Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;
- d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. Has in the past engaged in any matter referred to above; or
- h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 1.9. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Employment and Labour relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 1.10. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Employment and Labour against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Employment and Labour and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Employment and Labour, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Employment and Labour incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Employment and Labour harmless from any and all such costs which Department of Employment and Labour may incur and for any damages or losses Department of Employment and Labour may suffer.

PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Employment and Labour shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Employment and Labour reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Employment and Labour, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Employment and Labour further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Employment and Labour reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.

In the event that Department of Employment and Labour allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Employment and Labour will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Employment and Labour's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Employment and Labour remain proprietary to Department of Employment and Labour and must be promptly returned to Department of Employment and Labour upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Employment and Labour's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process, which follows this bid.

Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

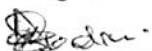
DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Employment and Labour proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Employment and Labour may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Chairperson: Specification Committee
Mr. Tidimatso Tigele

PP Signature:  _____

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL CONSUMER COMMISSION					
BID NUMBER:	MMB01-2025	CLOSING DATE:	24/10/2025	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SECURITY GUARDING SERVICES AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, MMABATHO PROVINCIAL OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MUST BE EMAILED TO:					
E- Submission on the etender portal for the advertised tender.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
E-MAIL ADDRESS	NWTenderEnquiries@Labour.gov.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 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:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE 24 October 2025

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate the total **Bid** price for the duration of the contract including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
AMOUNT		
.....		R.....
.....		R.....
.....		R.....
.....		R.....

TOTAL: R.....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

Bid No.:

Name of Bidder:

TOTAL: R.....

5. Period required for commencement with project after acceptance of bid
- 6.. Estimated man-days for completion of project
- 7.. **Prices must be fixed/firm for the duration of the contract**

Any enquiries regarding bidding procedures may be directed to the –

Department of Employment and Labour
Email: NWTenderEnquiries@Labour.gov.za

BIDDER TO INCLUDE COMPANY LETTERHEAD OR STAMP HERE

PRICE STRUCTURE TEMPLATE

N.B. ALL Bid Price Proposals must be completed in line with the following requirements:

Bid price proposal must be based on **ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT**

A **Bid Price Proposal** excluding some of the required services (as outlined in the bid specifications) **shall not be accepted**

The Labour costs for the security staff must not be below the approved sectorial wage determination as determined by the Department of Employment and Labour

ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

Supervisor (only where a full time supervisor required is)	Full Time (per month)
Basic salary	R
Provident Fund	R
Sick leave	R
Skills Development Levy (SDL)	R
UIF	R
Bonus	R
Other allowances (please specify)	R
	R
Total	R

SPECIFICATION FOR RENDERING OF SECURITY
MONTHS

SERVICES FOR A PERIOD OF THIRTY-SIX (36)

Security officers (full time)	Full Time (per month)
Basic Salary	R
Provident Fund	R
Sick leave	R
Skill Development Levy (SDL)	R
UIF	R
Bonus	R
Other allowances (please specify)	R
Total monthly cost per security officer	R
Numbers of security officers	
Total monthly cost as per number of security officers	R

OVERTIME COST	
Saturday	R
Number of sessions (refer to tender document for specifications for after-hours services)	
Sunday	R
Number of sessions (refer to tender document for specifications for after-hours services)	R
SECURITY OFFICER	
Saturday	R
Number of sessions (refer to tender document for specifications for after house services)	R
Sunday	R

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Number of sessions (refer to tender document for specifications for after hours	
TOTAL COST FOR SECURITY OFFICERS	R
TOTAL COST (SUPERVISOR AND SECURITY OFFICERS COMBINED)	R

SECURITY SERVICES	TOTAL COST PER MONTH
Overheads	R
Total bid price year 1	R
Total bid price year 2	R
Total bid price year 3	R
Total bid price (all cost included)	R

Name of bidder: -----

Signature: -----

Date: -----

The specification was approved by the SBAC

Signatories:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:

* "State" means –

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

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

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

2.8.1 If so, furnish particulars:

.....
.....
.....

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

2.9.1 If so, furnish particulars.

.....
.....
.....

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

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**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 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } \text{Type equation here.}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system, where 100% ownership receives the maximum points and any ownership less than that is allocated the apportioned (pro rata) points calculated accordingly from that maximum.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<u>Historically disadvantage individual (excluding white women):</u> 5 points will be calculated to 100% ownership by HDI's	5	
<u>Percentage owned by Women</u> 5 points be equal to 100% ownership (Points Will be calculated and allocated based on the % of ownership to the company)	5	
<u>Locality</u> 10 points will be allocated to a company that is 100% owned by South African citizens based in the North West Province and not a subsidiary of a foreign owned company.	10	
South African citizens not based in the North West.	0	
Non South African citizens.	0	
TOTAL	20	

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:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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.

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|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.