

KHULA BUSINESS PREMISES (PTY) LTD

Wholly owned subsidiary of Small Enterprise Development and Finance Agency (Sedfa)
Company Registration Number 2003/002883/07
VAT Registration Number 4270218482

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Finance and Procurement Department Supply Chain Management

Request for Bids (RFB)

THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS.

Bid Information

Bid Number	06/KBP/2024/2025
Bid Closing Date	06 OCTOBER 2025
Bid Description	THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS
Bid Validity Period from Date of Publication	120 days
Bid Compulsory Briefing Session	25 SEPTEMBER 2025 at 10:00am to 12h00pm
Address for Compulsory Briefing Session	Wesfleur Shopping Centre, 20 Wesfleur Circle, Atlantis, Western Cape. (Erfs 6301 & 11352) Note: The bidder who fails to attend the compulsory briefing session will be automatically disqualified.
Bid Contact Person	Mr Patrick Makgata Ms Fowzia Leeuw
Evaluation Method: Points System	80/20

Deadline for Responding to Clarifications for this bid	29 SEPTEMBER 2025
Fraud Hotline to report any wrongful or criminal deception or coercion intended to result in financial or personal gain by any SEDFA employee or person involved in this bidding process	0800 000 663 (For anonymous reporting)
For complaints	procurement_complaints@SEDFA.org.za

Special Conditions and Requirement of Contract

THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS.

1. INTRODUCTION AND BACKGROUND

1.1. As of 01 October 2024, **sefa**, Seda, and the Cooperative Banks Development Agency (CBDA) have officially merged to form **Sedfa**. The incorporation of **Sedfa** stems from the signing of the National Small Enterprise Amendment Act 2024 (No. 21 of 2024) by President Cyril Ramaphosa on 23 July 2024, and its subsequent gazetting on 30 September 2024. **Sedfa** is a development finance institution, listed as a Schedule 3B National Government Business Enterprise, with the State as the sole shareholder and the Department of Small Business Development as the Executive Authority. **Sedfa** complies with both the Public Finance Management Act 1 of 1999 and the Companies Act 71 of 2008.

1.2. As a development finance institution, **Sedfa** provides both financial and non-financial support to Micro-Small Medium Enterprises (MSMEs) with the objectives to

- 1.2.1. Design and implement development support programs for small enterprises,
- 1.2.2. Promote service delivery network that enhances the contribution of small enterprises to the South African economy,
- 1.2.3. Foster economic growth, job creation, and equity in historically disadvantaged communities,
- 1.2.4. Support, promote, and develop cooperative banks and cooperative financial institutions, and
- 1.2.5. Strengthen the capacity of service providers to support and enable small enterprises to compete successfully both domestically and internationally.

2. BID SUBMISSION REQUIREMENTS

2.1. Bids must be submitted in a **sealed envelope and marked** as follows:

ATTENTION: Sedfa SUPPLY CHAIN MANAGEMENT

Description of the Bid:

Bid Number:

Name of the Bidder:

2.2. GENERAL BID REQUIREMENTS

- a. Bid documents **must** be initialled on every page.

- b. Number of sealed envelopes/files must compose of one (1) **ORIGINAL** and one (1) electronic PDF **copy** of the original bid proposal document on a memory stick or flash drive.
- c. The bid proposal should be written in English including the certificates.
- d. Submissions of the Bid responses **MUST** be made by depositing the Bid proposal into the Tender Box situated at **Sedfa** Head Office at the physical address below on or before the closing date as stated on page 1 of this Request for Bid document under Bid Information.
- e. The bidder will bear all expenses associated with the preparation and submission of this Bid.

2.3. **SEDFA PHYSICAL ADDRESS**

Small Enterprise Development and Finance Agency
 The Fields, Office Block A
 Ground Floor
 1066 Burnett Street
 Hatfield, Pretoria, 0083

For more information, please visit the **Seda and sefa** websites:

www.seda.org.za and www.sefa.org.za

2.4. **BID RESPONSES**

2.4.1. **BID FORMAT**

2.4.2. Bidders shall submit their bid response in accordance with the requirements as outlined in the Bid Response Template provided in Appendix 1.

2.4.3. Each section must be clearly marked, and the documents must be bound.

2.4.4. The RFB comprises a number of sections and the bidder's proposal must include all the required information and documentation as outlined in this RFB.

2.4.5. **GENERAL CONDITIONS OF CONTRACT**

2.4.5.1. Completion of all Standard Bidding Documents (SBD by hand, attached in **ANNEXURES A**, and adhering to all other requirements as outlined on each form. The following SBD and other forms must be duly completed and signed, and returned as part of the Bid Proposal:

- a. **SBD 1:** Invitation to Bid.
- b. **SBD 4:** Declaration of Interest.
- c. **SBD 6.1:** Preference Points Claim Form.
- d. Valid Tax Compliant Status (TCS PIN issued by SARS).
- e. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS.

- f. Submission of a copy of a **valid B-BBEE certificate** issued through a SANAS Accredited Agency, with the exception of Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs). These enterprises need to submit B-BBEE **sworn affidavits** as per the requirements of the Department of Trade, Industry and Competition (the **dtic**) for qualifying enterprises except those who fall under the Construction Sector Charter Council (CSCC). Other sworn affidavits will not be accepted. The **dtic** and CSCC affidavit templates are available under **ANNEXURE B**.
- g. National Treasury **Central Supplier Database (CSD) registration** (The bidder to attach a proof of registration).
- h. Submission of bidder's **Companies & Intellectual Property Commission (CIPC) registration documents**, listing all Directors or Shareholders and certified copies of the Identify Documents (ID) of Directors or Shareholders (not older than three months).

2.4.5.2. The successful bidder and its staff shall comply with all the laws of the Republic of South Africa and as it relates to this bid.

2.4.5.3. The bidder's staff must be South African citizens and **SEDFA** reserves the right to validate citizenship.

2.4.6. **PRICE PROPOSAL**

- a. Bidders are required to complete and sign pricing proposals.
- b. **NB:** Failure to complete and submit a pricing proposal, will lead to disqualification of the bid.

2.5. **LATE BIDS**

Bids submitted at the stated bid address, after the closing date & time, shall not be considered under any circumstances.

2.6. **COUNTER CONDITIONS**

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by the bidder shall render the bid invalid.

2.7. **BID DISTRIBUTION**

2.7.1. The distribution of this RFB outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFB are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither **SEDFA**, nor any of their respective directors, officers, employees, agents, representatives, or advisors, accepts liability to any person or company for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.

- 2.7.2. Recipients of this RFB document may only distribute it to other parties whom they wish to involve as part of their bidder consortium in submitting a bid.

2.8. **Site-Inspection**

Sedfa reserves the right to conduct Site Inspection with shortlisted Services provider scored more than 60% in functional evaluation at the date and time to be determined by SEDFA.

EVALUATION PROCESS

This bid will be evaluated in four (4) stages as follows:

Stage 1 Administrative Compliance Requirements (Initial Screening Process)

Stage 2 - Mandatory Requirements

Stage 3.- Functionality Criteria

Stage 4 – Site Inspection

Stage 5 – Price and Preference (Specific Goals).

2.8.1. **STAGE 1: ADMINISTRATIVE SCM COMPLIANCE**

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including the General Conditions of Contract as outlined in this RFB, stated Special Conditions of Contract – **Annexure A**

2.8.2. **STAGE 2: MANDATORY REQUIREMENTS**

All bids will be evaluated by the evaluation panel independently in terms of the set evaluation criteria for mandatory as outlined in **Annexure B**.

2.8.3. **STAGE 3: FUNCTIONALITY EVALUATION**

- a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for functionality evaluation.
- b. Bids that score less than **60 points out of 100** on functionality shall not be considered further.
- c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE C**.

2.8.4. **STAGE 4: SITE INSPECTION**

- a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for Site inspection evaluation.
- b. Bids that score less than 70 points out of 100 on Site Inspection shall not be considered further.
- c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE D**.

2.8.5. **STAGE 5: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM**

- 2.8.5.1. Only bidders that have scored a minimum of **70/100** on Site inspection will be evaluated during stage 5 for pricing and specific goals.
- 2.8.5.2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.
- 2.8.5.3. The applicable preference point system for this tender is the 80/20 preference point system.
- 2.8.5.4. In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 POINTS

3. POST AWARD CONDITIONS

- 3.1. The successful bidder must make sure that they comply with all relevant Employment legislation and applicable bargaining council agreement, including the Unemployment Insurance Fund (UIF), Compensation for Occupational Injuries and Diseases Act (COIDA) and Pay As You Earn (PAYE).
- 3.2. The appointed bidder will be given three months period to submit certified copies of certificates of the Unemployment Insurance Fund (UIF) after commencement of the contract.
- 3.3. The appointed bidder must be in good standing with Private Security Sector Provident Fund (PSSPF) to ensure that the payments for the monthly contributions for the employees currently in their employ are up to date for the contract period.
- 3.4. The wages paid to security officers should NOT be less than the minimum wage rate as prescribed by the Illustrative Pricing Guide from National Bargaining Council in the pricing Schedule: Security Services, South Africa throughout the contract period.
- 3.5. The bidder must pay officers their monthly salaries consistently in line with the National Bargaining Council for the Private Security Sector (NBCPSS) as

evidence of financial compliance of the bid for service rendered, failing which Sedfa will exercise the right to terminate the contract.

- 3.6. The service Provider must be able to remunerate their officers even when the client is late with invoice payments due to technical problems or any other reason whatsoever.
- 3.7. The appointed bidder must ensure that they have valid public liability insurance of R 2 000 000 for the material time of the contract..
- 3.8. Services will be rendered as detailed/ stated in the Scope of Work / Terms of Reference.
- 3.9. The successful bidder shall submit a monthly statement of all outstanding payments, credit notes issued, and payments made. Such statements shall also contain the order number, the details of the date of the transaction, the invoice number, remittance number and credit note details.
- 3.10. **Sedfa** shall not be held responsible in any way for any damages, losses, theft of equipment or any valuables of the successful bidder or injury of his/her employees whilst on site or in the execution of their duties.
- 3.11. All procurement related to this service, as outlined in this RFB, shall be conducted by **Sedfa's** Supply Chain Management department only.

4. STAFF REQUIREMENTS

- 4.1. The successful bidder must ensure the following:
 - a. That the staff working under this contract are in good health.
 - b. That they are adequately trained prior to commencement of the contract.
 - c. That replacement staff is available should the need arise. The bidder is obliged to inform **Sedfa** of any removal and replacement and the replacement of staff can only be done with the formal approval of **Sedfa**.
 - d. Staff must be dressed appropriately and where required.
 - e. The bidder's staff must be South African citizens and **Sedfa** reserves the right to validate citizenship.

5. RESOURCE REQUIREMENTS

The successful bidder must provide the necessary work tools to the bidder's employees working on the project.

6. SERVICE LEVEL AGREEMENT

- 6.1. The successful bidder will be required to enter into a Service Level Agreement with **Sedfa**.
- 6.2. A performance measurement process will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.

7. SUPPLIER DUE DILIGENCE

- 7.1. **Sedfa** reserves the right to conduct bidder due diligence to shortlisted bidders prior to final award or at any time during the contract period. This may include site visits if applicable.
- 7.2. **Sedfa** reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external services providers such as Credit Bureaus and the South African Police Services. By submitting a bid proposal, the bidder gives explicit approval for **Sedfa** to conduct such vetting requirements, if and when required.

8. BID CANCELLATION

In the case of the cancellation of this RFB, **Sedfa** shall endeavour to inform all bidders, through the same medium used for the communication of the RFB.

9. MATERIAL CHANGES

- 9.1. Any material changes in the control and/or composition of any bidder or any core member of a bidder after submission of a Bid, shall require the prior written approval of **Sedfa**, and any failure to seek such approval from **Sedfa** shall result in **Sedfa** being entitled, in its sole discretion, to exclude the relevant bidder from any further participation in the bid process or to cancel the engagement. This shall be interpreted to include post-apartments and subcontracting of work arising out of this bid to complete certain work.
- 9.2. **Sedfa** shall be the sole arbiter as to what constitutes a “material change in the control and/or composition of any bidder”, and as to what constitutes a “core member of a bidder” for purposes of such approval. Any request for such approval shall be made to **Sedfa's** Supply Chain Management in writing and shall provide sufficient reasons and information to allow **Sedfa** to make such a decision. **Sedfa** reserves the right to accept or reject any such request for approval.

10. FRAUD ALERT

- 10.1. **SEDFA** takes a zero-tolerance approach to fraud, corruption and bribery.
- 10.2. **SEDFA** is committed to acting fairly, with integrity, in all its' relationships and business dealings both internally and externally (with its suppliers, contractors and other stakeholders).
- 10.3. Please note that under no circumstances will **SEDFA** ever require any payment to secure an award of an RFP or a tender. Individuals that claim that an upfront payment to an individual, third party or a **Sedfa** official, is a blatant attempt at defrauding bidders and such a scam must immediately be reported to the **Sedfa** Anti-Corruption line. **Sedfa** follows a fair, competitive and transparent procurement process in evaluating and awarding bids.

- 10.4. Sedfa is committed to a fraud-free environment. One call can keep Sedfa Fraud & Corruption Free. Individuals may report any suspicious activity (Fraud, corruption or bribery) by calling the Sedfa Fraud Hotline: 0800 724 666 or email sedfa@thehotline.co.za or sms: 30916 or go to <https://www.thehotline.co.za/report>.

11. COMMUNICATION

- 11.1. **Sedfa** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Such communications will be done via the Supply Chain officials listed as the contact persons for this bid process.
- 11.2. All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact persons for this bid process. Such communication shall be done in writing only.
- 11.3. Communication between the closing date and the award of the bid, between the bidder and other **Sedfa** officials or persons acting in an advisory capacity for the State, in respect of this bid, is prohibited.

12. CONTACT DETAILS

- 12.1. Main Contact

Name : Patrick Makgata

Email : pmakagata@sedfa.org.za

NB: Communication outside this platform is **strictly prohibited** and should bidders be found to be in contact with any of **Sedfa's** staff members on matters relating to this bid, such bidders shall automatically be disqualified from this bid process.

13. SCOPE OF WORK / TERMS OF REFERENCE

The Scope of Work / Term of Reference is attached as **ANNEXURE E**.

14. ANNEXURES

Annexure A: Stage 1 - Administrative Compliance Requirements

Annexure B: Stage 2 - Mandatory Requirements

Annexure C: Stage 3 - Functionality Criteria

Annexure D: Stage 4 – Site Inspection

Annexure E: Stage 5 - Price and Preference

Annexure E: Scope of Work / Terms of Reference

Appendix 1: Bid Proposal Template

ANNEXURE A

Stage 1 - Administrative Compliance Requirements

Document Name	Template
National Treasury. Government Procurement: General Conditions of Contract, July 2010	 NT General Conditions of Contr
SBD 1	 SCM-Bid documents SBD 1 15092025.pdf
SBD 6.1	 SBD 6.1 SPECIFIC GOALS 80_20 PREFEF
SBD 4	 Standard Bidding Document (SDB) 4_A
GCC	 GCC
B-BBEE sworn affidavits	 Affidavit-EME-Gen.pdf

STAGE 1 - ADMINISTRATIVE COMPLIANCE

- a) The Standard Bid Document (SBD 4 & 6.1) forms must be fully completed and signed by the authorized company representative.
The bidder must submit proof of registration on CSD (Central Supplier Database) in the form of CSD Report.
- b) Submission of valid Tax Compliance Status (TCS) Certificate with a unique security personal, Identification (PIN) issued by the South African Revenue Services certifying that the taxes of the bidder are in the order must be submitted at the closing date and time of the RFQ.
- (d) The bidder must submit a certified valid B-BBEE certificate; in the event of submission of a B-BBEE Sworn Affidavit, the bidder must ensure that the Affidavit is stamped by the Commissioner of Oath and indicate the ownership percentages and or specific goals of the Bidding entity.
- (e) The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certified ID copies for directors/shareholders/members/partners.

Note:

- If the bidder is listed on the National Treasury List of Restricted Suppliers shall result in disqualification of the bid
- If any of its Directors are Listed on the Register of Defaulters, shall result in disqualification of the bid.
- If the status of the bidder is reflected deregistered on CIPC and or CSD shall result in disqualification of the bid.

Note: All bidders who do not comply with the items listed above may be disqualified and not be evaluated further.

ANNEXURE B

STAGE 2 - MANDATORY REQUIREMENTS

No.	Mandatory Requirements	Comply / Not Comply
1.	The bidders must have a functional Control Room within 60km from Atlantis (Western Cape): Please attach one or more of the below-listed documents and the document(s) should be valid at the time of submission: • Copy of Utility Bill should be valid at the time of submission or not more than 3 months old or • Lease agreement or • Title Deed or Official letter with a stamp from the local councilor confirming the address of the company should be valid at the time of submission or not more than (3) three months old	
2.	PSIRA Requirements.	
2.1	The bidder is to provide a copy of Company registration and Letter of Good Standing with PSIRA. (Please attach a valid certified copy of the certificate) on the closing date and time of the RFB.	
2.2	The Directors must be registered with PSIRA (Minimum of Grade B): (The Bidder must submit a valid certified copy of the PSIRA certificate for the Directors as proof)	
2.3	The bidder must propose eight (08) security officers with a minimum of Grade C to be deployed at Wesfleur Shopping Centre (20 Wesfleur Circle Atlantis, Western Cape) and Neil Hare Facturama (Neil Hare Road, Neil Hare Industria, Atlantis, Western Cape.) The security Officers must have valid PSIRA certificates on the closing date of the RFB. (Please attach valid certified copies of the certificates).	
3	The bidder must provide a valid COIDA letter of good standing and/or Tender letter. The bidder must be registered in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) with the Department of Labour. (Attach copy of certificates), at the closing time and date of the RFB.	

4	NATIONAL BARGAINING COUNCIL FOR PRIVATE SECURITY SECTOR - Bidders (company) must be registered with the National Bargaining Council for Private Security Sector (NBCPSS). - As proof, bidders must submit the letter of good standing from NBCPSS on the closing date and time of the RFB (certified copies must be within three months).	
5	Bidders must comply with Illustrative Pricing Guide from National Bargaining Council in the pricing Schedule. The wages and the quotation provided should NOT be less than the minimum wage rate as prescribed by the National Bargaining Council for the Private Security Sector (NBCPSS) Attach dummy pay slip for proposed staff (Grade B and C)	
6	Monitoring and Armed Response: The bidder must submit a copy of the MOU with a company contracted to do armed response on behalf of the bidder. OR The bidder must submit copies of firearm ownership and firearm competency certificate.	
7	The bidder must provide proof that it has taken out sufficient public liability insurance of R 2 000 000 or more to cover any negligence and/or damage on the closing date and time of the RFB	
8	Bidders must attend the compulsory site briefing by registering the companies' details and signing of the Attendance Register	

Bidder (s) who failed to comply with the above Mandatory requirements will not be considered for further evaluation.

STAGE 3.- FUNCTIONALITY CRITERIA

ANNEXURE C

FUNCTIONAL EVALUATION CRITERIA

NO	REQUIREMENTS	Weighting
1. Reference Letters.	The bidder must provide contactable reference letters. The bidder must have a minimum of 3-5 years' experience in providing physical security guarding services • No reference experience = points • One (1) to two (2) years' experience= 15 points • Three (3) to five (5) years' experience = 30 points • Five (5) and more years of experience = 40 points Note: The reference/s letter must be on the company letterhead, have a description, be signed, and have contact details for the referrer and the value of the contract. Purchase orders or appointment/award letters will not be accepted	40
2. Company Vehicles Registration.	The bidder must provide proof of vehicle ownership as follows: • Being in possession of a fleet of a minimum of three (3) vehicles (Proof of Fleet/Lease of fleet/Vehicle registration (to be in the name of the bidding company or the company director)- submit proof of ownership). • No proof of vehicle = 0 Point • proof of 1 vehicle = 15 Points • proof of 2 vehicles = 30 Points • proof of 3 or more vehicles = 40 Points	40

NO	REQUIREMENTS	Weighting
3. Experience of Security Officers.	The bidder must provide the CVs of eight (8) officers with three (3) years' experience in physical security services and these CV's must be that of the proposed Grade C security officers mentioned under mandatory requirements. - No Cv submitted = 0 Point - One(1) Security Officer Cv = 6 Points - Two (2) Security Officers Cv's = 8 Points - Three (3) Security Officers Cv's = 10 Points - Four (4) Security Officers Cv's = 12 Points - Five (5) Security Officers Cv's = 14 Points - Six (6) Security Officers Cv's = 16 Points - Seven (7) Security Officers Cv's = 18 Points - Eight (8) Security Officers Cv's = 20 points	20
TOTAL		100

Bidders are required to obtain a minimum threshold of 60 out of 100 points on functionality to be evaluated further. Any bidder who scored less than 60 Points will be eliminated and disqualified.

STAGE 4 – SITE INSPECTION

Annexure D

Site Inspection

Only qualifying bids meeting/ exceeding the stipulated minimum threshold for the Phase 3: Functionality Criteria will be considered for Phase 4: Site Inspection.

Item	REQUIREMENTS	Weighting
Modern state of the art control room.	- No functional control room = 0 Points - Fully operational control room for effective communication between control room and the guards on site) = 50 Points	50
Fleets/Vehicles not older than 10 years to be available on-Site	- No proof of vehicle = 0 Point - proof of 1 vehicle = 15 Points - proof of 2 vehicles = 30 Points - proof of 3 or more vehicles = 50 Points	50
TOTAL		100

Bidders are required to obtain a minimum threshold of 70 out of 100 points on Site Inspection to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and disqualified.

STAGE 5 - PRICE AND PREFERENCE (SPECIFIC GOALS).

- Bidders are required to complete the Pricing Schedule in full.
- **Note:** Failure to complete the Pricing Schedule may result in disqualification of the bid.
- Bidders must provide a comprehensive pricing and fee structure that clearly outlines all costs associated with the proposed services
- Pricing must include any applicable VAT and specify whether the fees are once-off, monthly, hourly, or based on a retainer model.

ANNEXURE E

STAGE 5: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM

1. Only bidders that have scored a minimum of **70 / 100** on site- inspection will be evaluated during stage 5 for pricing and specific goals.
2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.
 - a. The applicable preference point system for this tender is the 80/20 preference point system.
 - b. In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 POINTS

Specific Goals for this tender and points that may be claimed are indicated per table below:

(Note to Tenderers: The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will result in points being forfeited)

Specific Goals Allocated and Points to claimed in terms of this tender								
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.								
Indicate Number of <u>Full Time Employed Paid Employees:</u>								_____
Total Annual Turnover or Revenue:								R_____
Size of Enterprise						Number of points allocated (80/20 system)		Number of points claimed (80/20 system) (To be completed by the tenderer)
Micro Enterprise						8		
Small Enterprise						5.6		
Medium Enterprise						3.2		
Large Enterprise						0.8		
Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level)						2		
L1	L2	L3	L4	L5	L6	L7	L8	
2	1.75	1.50	1.25	1	0.75	0.25	0	
Black Women Owned (more/≥30% owned)						4		
Target Group: Youth						2		
Spatial: Rural						4		
Spatial: Townships						2.4		
Spatial: City						0.8		

Supporting Document for Claiming of Specific Goals:

The bidder must also indicate point claims on SBD 6.1.

Size of Enterprise: Micro, Small, Medium enterprises: maximum 8/20

Verification Method: National Small Enterprise thresholds for defining enterprise size classes by sector and CSD

B-BBEE (Black Ownership): Maximum 2/20 points.

Verification Method: BBEE certificate and or Sworn Affidavit:

Youth = 2/20 points which will be allocated follows:

Verification Method: CIPC and or CSD

Spatial: Rural and Township and City-based enterprises: 4/20 points

- Rural = maximum 4 points
- Township= 2.4
- City= 0.8

Verification method: Copy of Utility Bill, Lease Agreement, Title Deed, letter from Municipality outlining the physical address of the company and official letter with stamp from the local councilor.

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The points scored by a bidder in respect of Specific Goals will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the Specific Goal form and who have submitted the relevant supporting documents will be allocated points.

The points scored will be rounded off to the nearest 2 decimals.

Criteria for breaking deadlock in scoring

- a) If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for Specific Goals.

- b) If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a tender that did not score the highest number of points.

SEDFA reserves the right to enter into negotiations with the preferred bidder.

SEDFA reserves the right to provide policy relating to the handling of information (Protection of Personal Information Act).

ANNEXURE E

SCOPE OF WORK / TERMS OF REFERENCE

TERMS OF REFERENCE: THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS.

1. INTRODUCTION AND BACKGROUND

1.1 Sedfa owns two (02) properties in the Western Cape areas that require guarding services.

2. PURPOSE

2.1 Sedfa owns two (02) properties in the Western Cape areas that require guarding services.

Premises	Address
Wesfleur Shopping Centre	Wesfleur Circle, Atlantis, Western Cape
Neil Hare Facturama	Neil Hare Road, Neil Hare Industria, Atlantis, Western Cape

2.2 The security service provider must comply with all relevant government legislation as well as comply with Seda's terms and conditions

2.3 The contract period is for twenty-four (24) months

3. SCOPE OF WORKS

3.1. The Security Service Provider will be required to provide guarding and patrol services on site as follows:

Mondays to Fridays = 24/7 hours.	
Saturdays = 24/7 hours.	
Sundays and Public holidays = 24/7 hours.	
Shifts:	
Day: 6am – 6pm	Night: 6pm – 6am

3.2. The resource allocation and job requirements include the following:

Duty point	Position	Quantity	Job Purpose	Job requirements
Neil Hare Facturama	Security Guards	1 x Day Shift	Secure access and exit control and ensure entrances are free from any obstructions including informal traders.	South African with no criminal record.
	Unarmed Security Guard with Grade C	1x Night Shift	Secure premises by patrolling the periphery of the building.	Positive security clearance.
Wesfleur Shopping Centre	Security Guards	3 x Day Shift	Report and supply relevant information of major incidents to their control room.	Grade 10 and must be proficient in English and any other South African language.
	Unarmed Security Guard with Grade C	3 x Night Shift	Inspecting and ensuring shops and offices are locked and secured after business hours. Access to armed response if assistance required. Weekly guard monitoring report submitted to client. Monthly site report submitted to client.	PSIRA Grade C

NB: Detailed duties of Security Guards at each duty point will be discussed with the successful bidder.

3.3. The Security Service Provider must provide the following fully operational equipment:

Item Description	Neil Hare Facturama	Wesfleur Shopping Centre
Flashlights rechargeable/ with batteries	1	3
Smart Phone	1	1
Batons	1	3
Pepper sprays	1	3
Handcuffs and keys	1	3
Guard monitoring system	1	1
2-way radios	0	3

4. BID PROPOSAL FORMAT

All bidders must return their proposals categorized and indexed under the following sections:

5. SECTION 1: COMPANY PROFILE & REFERENCES

The bidder must attach a copy of the company's profile, clearly outlining the number of years involved in the implementation of a microfinance & entrepreneur franchise management system.

Experience and reference letters as outline in the evaluation criteria must be submitted as part of this section.

6. SECTION 2: TEAM CV'S, SKILLS, AND EXPERIENCE

The bidder must complete the table in Section 3, outlining the experience of the bidders' team/staff that will be assigned to deliver the project. Should any of these team/staff members be replaced, authorization must be requested from **Sedfa**. The proposed replacement must meet the requirements as outlined in this Scope of Work/TOR.

A Curriculum Vitae must be attached for each staff member who will be assigned to the project team.

7. SECTION 3: PROJECT IMPLEMENTATION PLAN

The bidder must submit a detailed project implementation plan that outlines the steps required.

8. SECTION 4: PRICING PROPOSAL

Bidder must submit a pricing proposal as outlined in the Bid Proposal Template (Appendix 1).

9. SECTION 5: ADDITIONAL INFORMATION

Any additional information pertinent to the proposal can be attached under this Section.

An electronic editable copy of the Bid Proposal Template will be available on the **SEDFA** website: www.sefa.org.za / www.seda.org.za / www.etenders.gov.za

APPENDIX 1

BID PROPOSAL COVER PAGE

THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS.

Bid Number	
MAAA Number	
Company name	
CSD Number	
Contact Person	
Telephone Number	
e-mail address	

SECTION 1: COMPANY PROFILE, EXPRIENCE & REFERENCE LETTERS

Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in the bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format, setting out all the information referred to below and return it with this Returnable Schedule]

The bidder must provide the following information:

Client' Name	Transaction Description	Transaction Value	Project period		Description of service performed and extent of Bidder's responsibilities	Name, title, and telephone contact of client
			Start Date	End Date		

SECTION 2: BIDDER TEAM QUALIFICATIONS AND EXPERIENCE

Complete the table below and attach Curriculum Vitae's as part of this section.

NAME & SURNAME OF TEAM/STAFF MEMBER	ROLE IN THE TEAM	QUALIFICATIONS	YEARS OF EXPERIENCE

SECTION 3: PROJECT IMPLEMENTATION PLAN

Attach required documentation under this section.

SECTION 4: PRICING PROPOSAL

1. Please indicate your total bid price here: R.....(VAT Incl.)
2. NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)
3. Are the rates quoted firm for the full period of the contract?.....

IMPORTANT:

- 2.1. If not firm for the full period, provide details of the basis on which price Adjustments shall be applied e.g., CPI etc
4. All additional costs associated with the bidder's offer must be clearly specified and included in the Total Bid Price.

TABLE A: LABOUR

Day shift Weekdays

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 24 Months
Neil Hare	1	C		
Wesfleur Shopping Centre	3	C		
Total Number of Security	4			

Night Shift Weekdays

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 24 Months
Neil Hare	1	C		
Wesfleur Shopping Centre	3	C		
Total Number of Security	4			

Day Shifts Weekends/Public Holidays (included in above rates (7 Days 24/7))

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 24 Months
Neil Hare	1	C		
Wesfleur Shopping Centre	3	C		
Total Number of Security	4			

Night Shift Weekends/Public Holidays (included in above rates 7 Days 24/7)

Duty Point / Post	Quantity (Qty)	Grading	Total Monthly Service Fee	Total fee for 24 Months
Neil Hare	1	C		
Wesfleur Shopping Centre	3	C		
Total Number of Security	4			
Sub- Total (A) (VAT incl.)	R			

TABLE B: EQUIPMENT

Description	Quantity	Total Fee
Flashlights rechargeable/ with batteries	4	R
Smart Phone	2	R
Batons	4	R
Pepper sprays	4	R
Handcuffs and keys	4	R
Guard monitoring system	2	R
2-way radios	3	R
Sub-Total (B) (VAT incl.)	R	
Total Bid Price		
Total A + B (VAT incl.)	R	

SECTION 5: ADDITIONAL INFORMATION

Any additional information that is considered pertinent to the proposal can be attached under this section.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	06/KBP/2024/2025	CLOSING DATE: 06 OCTOBER 2025		CLOSING TIME:	12H00
DESCRIPTION	THE OBJECTIVE OF THIS RFB IS FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER TO RENDER GUARDING SERVICES AT WESFLEUR SHOPPING CENTRE & NEIL HARE FACTURAMA, ATLANTIS, WESTERN CAPE FOR TWENTY-FOUR (24) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Small Enterprise Development and Finance Agency					
The Fields, Office Block A					
Ground Floor					
1066 Burnett Street					
Hatfield					
Pretoria,					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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 FOR B-BBEE]					
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, 2017, 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to RFQ's/Tenders:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this RFQ/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 RFQ/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 RFQ/Tender to claim points for **Specific Goals** with the RFQ/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 RFQ/Tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points 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

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific Goals for the RFQ/Tender and points claimed are indicated as per the table below.

(The 80/20 preference point system is applicable, corresponding points will also be indicated as such).

(Note to Tenderers: The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will result in points being forfeited)

Specific Goals Allocated and Points to claimed in terms of this RFQ	
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.	
Indicate Number of <u>Full Time Employed Paid Employees</u> :	_____

Total Annual Turnover or Revenue:								R_____	
Size of Enterprise								Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Micro Enterprise								8	
Small Enterprise								5.6	
Medium Enterprise								3.2	
Large Enterprise								0.8	
Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level)								2	
L1	L2	L3	L4	L5	L6	L7	L8		
2	1.75	1.50	1.25	1	0.75	0.25	0		
Black Women Owned (more/≥30% owned)								4	
Target Group: Youth								2	
Spatial: Rural								4	
Spatial: Townships								2.4	
Spatial: City								0.8	

The National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies as gazette 15 March 2019

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	51 - 250	≤ 35,0 million
	Small	11- 50	≤ 17,0 million
	Micro	0 – 10	≤ 7,0 million
Mining and Quarrying	Medium	51 - 250	≤ 210,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 15,0 million
Manufacturing	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 10,0 million
Electricity, Gas and Water	Medium	51 - 250	≤ 180,0 million
	Small	11- 50	≤ 60,0 million
	Micro	0- 10	≤ 10,0 million
Construction	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 75,0 million
	Micro	0- 10	≤ 10,0 million
Retail, motor trade and repair services.	Medium	51 - 250	≤ 80,0 million
	Small	11- 50	≤ 25,0 million
	Micro	0 – 10	≤ 7,5 million
Wholesale	Medium	51 - 250	≤ 220,0 million
	Small	11- 50	≤ 80,0 million
	Micro	0 – 10	≤ 20,0 million
Catering, Accommodation and other Trade	Medium	51 - 250	≤ 40,0 million
	Small	11- 50	≤ 15,0 million
	Micro	0 – 10	≤ 5,0 million
Transport, Storage and Communications	Medium	51 - 250	≤ 140,0 million
	Small	11- 50	≤ 45,0 million
	Micro	0 – 10	≤ 7,5 million
Finance and Business Services	Medium	51 - 250	≤ 85,0 million
	Small	11- 50	≤ 35,0 million
	Micro	0- 10	≤ 7,5 million
Community, Social and Personal Services	Medium	51 - 250	≤ 70,0 million
	Small	11- 50	≤ 22,0 million
	Micro	0 – 10	≤ 5,0 million

01:35:05

12

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:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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