Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ACCESS CONTROL SYSTEM AT EASTERN CAPE OFFICE OF THE PREMIER BUILDING.

BID NO: SCMU 1-23/24-0005

NAME OF BIDDER:	
CSD NUMBER	
CLOSING DATE	**09 APRIL 2023**
CLOSING TIME	**11H00 am**
SITE VISIT	**27 MARCH 2024 AT 10am**
BID TOTAL AMOUNT (INCLUDING VAT)	**R...**

PREPARED BY:
SUPPLY CHAIN MANAGEMENT UNIT
OFFICE OF THE PREMIER
PRIVATE BAG X 0047
BHISHO
Website: www.ecprov.gov.za

TABLE OF CONTENT

BID NOTICE

BID NO: SCMU 1-23/24-0005

Bids are hereby invited for BID:

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ACCESS CONTROL SYSTEM AT EASTERN CAPE OFFICE OF THE PREMIER BUILDING.

AVAILABILITY OF DOCUMENT

Bid documents will be available on National Treasury's tender portal **(**http://www.etenders.gov.za/content/advertised-tenders**)** or from Eastern Cape Office of the Premier 's website **(**www.otp.ecprov.gov.za) under procurement as from 15th March 2024.

SUBMISSION OF DOCUMENTS

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11 O'clock on 9 April 2024** when bids will be opened in public.

BRIEFING SESSION

Compulsory briefing session will be held as follows:
Date: 27 March 2024
Time: 10h00
Venue: Virtual through MS teams (link to be requested via email to **scmrequests@ecotp.gov.za**

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
Specific goals	- 20 points

BID EVALUATION

The bid will be evaluated in two (02) phases as follows:
Phase 1: Pre-qualification Criteria (SCM Compliance Requirements)
Phase 2: Price and Specific Goals

(Phase 1): SCM Compliance Requirements	**(Phase 2) : Price and Specific Goals**
Bidders must submit all documents on under mandatory requirements. **Only bidders that comply with ALL these criteria will proceed to Phase 2**	In terms of the Preferential Policy Framework Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, (Act No 5 of 2000), responsive bids will be evaluated in terms of 80/20 preference point system. Eighty (80) points will be allocated for the price and twenty (20) points for specific goal.

SUPPLY CHAIN MANAGEMENT ENQUIRIES

Name: Loyiso Manyela
Email Address: loyiso.sidziya@ecotp.gov.za

SPECIAL CONDITIONS OF BID:

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the OFFICE OF THE PREMIER

2. EXTENT OF BID

This contract is for the:

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ACCESS CONTROL SYSTEM AT EASTERN CAPE OFFICE OF THE PREMIER BUILDING.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Term of Reference

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or only bid will not necessarily be accepted.***

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.
It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.
Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

9. PENALTY PROVISION

9.1 Should the successful Bidder:

a) Withdraw the Bid during the afore-mentioned period of validity; or
b) Advise the Department of his / her / their inability to fulfil the contract; or
c) Fail or refuse to fulfil the contract; or
d) Fail or refuse to sign the agreement or provide any surety if required to do so;

The Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:

a) All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
b) The difference between the original accepted Bid price (inclusive of escalation) and:
   i. A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
   ii. A new Bid price (inclusive of escalation).

9. 2 Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

9.3 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.
9.4 The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract

10. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. PRICE ESCALATION

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items

12. AUTHORITY TO SIGN BID DOCUMENTS

a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
c) If a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. DURATION OF THE BID

The successful bidder shall render the required service as soon as the contract is awarded and will finish the work within six months**.**

14. DELIVERY PERIODS

Delivery periods and relevant dates will be provided in the Service Level Agreement (SLA).

15. DISPUTES OR LIABILITIES

If disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation. This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

16.1 Bids must be submitted in sealed envelopes clearly marked **:**

16.2 The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than **the 09 April 2024 at 11AM** when bids will be opened in public.

17 NEGOTIATIONS WITH THE IDENTIFIED PREFERRED BIDDER

17.1 The Bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid maybe subjected to negotiation with the identified preferred bidder, should a need arise.

17.2 The Department may negotiate for additional resources from the successful bidder, should it be deemed necessary.

Province of the
EASTERN CAPE
OFFICE OF THE PREMIER

TERMS OF REFERENCE FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ACCESS CONTROL SYSTEM AT EASTERN CAPE OFFICE OF THE PREMIER BUILDING.

SCMU1-23/24-0005

1. BACKGROUND

1.1. The security management unit is tasked to install electronic security system in Office of the Premier at OTP2 new building. The system will be integrated from the current electronic security systems installed at OTP Main building. The name of the installed security systems are Impro-portal access control and Hikvision CCTV system. These systems are controlled and operated in the Security Control room situated at OTP Main building. The installed security measures controlled by these systems are Vehicle gate, boom gates, pedestrian turnstile, half-height speed turnstile, biometric doors, and CCTV cameras. Therefore, the new security system at OTP2 building will include installation of half-height speed turnstile, biometric readers, CCTV cameras and integration of ID smart card system. The security system in both buildings will be operated in one Control Room.

1.2. Furthermore, the different departments tenants are using the same main building entrance/exit point wherein OTP is allocated space in the Ground, Middle and First floor areas that is not fitted with security system. As a result, OTP2 requires CCTV cameras to monitor all areas allocated to OTP and turnstiles gates as the security measure to be installed to control different tenants access and reduce any unauthorized entry/exit in the premises.

2. OBJECTIVE

2.1 The objective is to appoint a service provider with relevant skills and expertise in installing security systems that will provide an effective access control at OTP2 premises in compliance with the security policy compiled by Security management in the Eastern Cape Office of the Premier.

3. SCOPE OF WORK AND EXPECTED DELIVERABLES

3.1 The scope of work entails the following:

3.1.1 Supply and Installation of the access control system that will integrate with the existing access control system.

3.1.2 Supply and Installation of the new half-height speed turnstile in all main entrances at Ground, Middle and First floor as per paragraph 4.1 to 4.4 below.

3.1.3 Supply and Installation of CCTV cameras in all passages of Ground, Middle and First floor and the **CCTV must comply with the following:**

3.1.3.1 Retention period of 30 days minimum (record on motion only/video motion detection).

3.1.3.2 The CCTV and all other electronic security system must be connected an Uninterrupted

Power Supply (UPS) that will carry the security system's electrical load for up to ten (10) minutes (to allow sufficient time for the building's generator to startup and supply electrical power.

3.1.3.3 Picture quality and system testing in compliance with SANS 10222-5-1-4:2015.

3.1.3.4 Supply and Fitting of Biometric readers in all main doors and passages.

4. SPECIFICATIONS

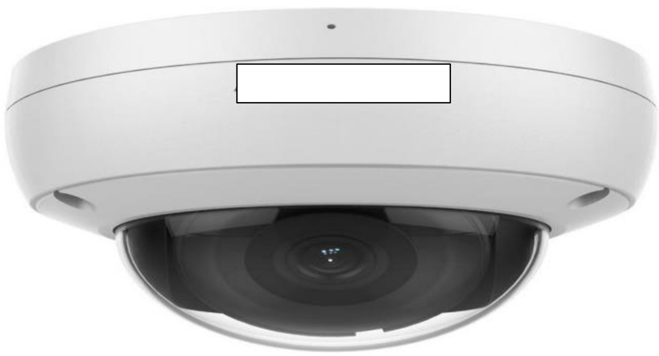
4.1. Speed Turnstile Swing Barrier (DOUBLE LANE) X 04

a) Half-height, toughened glass with brushed stainless-steel frame with 50mm Round Tube
b) bi-directional and electronically controlled in both directions.
c) 180 Degree Swing Barrier
d) mechanical key override feature in both directions
e) No mid locking or trapping in case of power failure.
f) Lane Width 600 mm & 900 mm lane
g) Passing speed of 35-50 person / min
h) Power Supply of AC100-240V,50/50Hz and battery back-up for one (1) hour
i) Motor with Brushless Servo 40W
j) compatible with any electronic access control system for ease of integration

OTP2 New Building Main Entrances

Speed turnstile sample:

4.2. **Hikvision CCTV camera or equivalent**



- 48 x 4 Mega Pixel, 2.8 mm**,** Easy IP Dome Camera
- 1 x 64 Channel NVR
- 3 x 24 Port PoE switch
- 3 x 9U Wall mount Cabinet
- 3 x 6 way rackmount PDU
- 3 x CAT 6 Patch panels
- 50 x CAT 6 Network points for cameras
- 4 x 8TB HDD for CCTV

4.3. **Biometric readers**

4.4. The contractor shall ensure that biometric system hardware and software are installed and activated by only suitably qualified personnel in possession of the required qualifications at the level determined by the State Security Agency of South Africa.

4.5. The biometric system should be able to be integrated with existing OTP’s IT infrastructure namely:

4.6. Microsoft Windows Suite - the latest version.

4.7. Be accessible via LAN.

4.8. The main objective of the biometric system includes but is not limited to:

4.9. Authenticate the identity of OTP’s employees through the scanning of each employee’s fingerprints.

4.10. Properly keep record of OTP’s employees and be able to extract a real-time attendance log at any given time.

4.11. Monitoring report for nonfunctional device.

4.12. Provide general overall security function for OTP’s premises and staff.

4.13. The installed biometric system should provide but is not limited to:

4.14. Access cards.

4.15. Access control functionality to all entrances (main doors and passages)

4.16. Disability control measures – alternative methods to authenticate employees with disabilities.

4.17. Must use an algorithm able to enroll and encode fingerprint template.

4.18. Provide maintenance and support of the system for the duration of 3 years (36 months) period updates to latest version of system.

4.19. Test report for the network points installed.

4.20. User acceptance test for each office.

4.21. Project sign-off certificate

5. CONFIDENTIALITY & LOGISTICAL INFORMATION

5.1. A Party shall treat information furnished by the other Party or another person for purposes of the execution of the Agreement, as confidential Protection of Information Act 84 of 1982 prohibits disclosure of protected documents. Subject to this clause, the Party so furnished with information shall not disclose such information to another person without the prior written consent of the other Party and shall take reasonable steps to ensure that such information is not disclosed to another person.

6. PROJECT DURATION

6.1. The successful bidder shall render the required service as soon as the contract is awarded and will finish the work within six months.

7. ADDITIONAL INFORMATION / SPECIAL REQUIREMENTS

7.1. Service providers are invited to do site inspection before providing a quotation to enable them to measure, assess and quote accordingly.

7.2. Access will be provided to all interested suppliers before the closure of the tender by security management on prior arrangements.

7.3. Any service provider that has not quoted according to the specification will be eliminated from the process.

8. SITE TESTING AND COMMISSIONING

8.1. The final testing of the entire system shall be conducted in the presence of, and to the satisfaction of the Director: Security, Facilities, Records and Corporate Communication, and/or his/her delegate representing the Department.

8.2. System testing shall include, but not limited to functionality of system features and physical components of the system to prove efficiency of all aspects of the system to the satisfaction of the Department. All necessary testing equipment shall be supplied by the service provider.

8.3. The service provider shall conduct own commissioning tests prior to the final test to satisfy themselves that every aspect of the system is working in line with these Terms of Reference, to confirm readiness for final testing. After a successful final testing, the service provider shall notify the Department in writing that the installation is complete, tested and in working order.

8.4. All test reports are to form part of the hand-over pack to the Department.

9. SUPPORT, REPAIR, AND MAINTENANCE.

9.1. The service provider shall provide a support, repair, and maintenance (proactive and reactive) service for the entire installation effective from the date of practical completion and commissioning of the integrated system at Office of the Premier.

9.2. Five (5) years warranty with maintenance of the security system be done quarterly.

9.3. The service provider shall be required to sign a Service Level Agreement with the Department.

9.4. The service provider shall be required to indicate in their proposals a detailed maintenance (proactive and reactive) plan that details tests and maintenance work to be undertaken quarterly, as well as resources, timelines, rates, as well as other conditions.

10. TRAINING AND INDUCTION

10.1. During commissioning, the service provider shall provide skills transfer to nominated personnel from Security Risk Management and Information Technology or any other section of the Department.

10.2. The service provider shall further provide comprehensive training to two (2) officials of the Department to a level that they will be:

10.2.1. competent in the operation of the systems.

10.2.2. adequately trained to be able to train others.

11. REPORTING REQUIREMENTS

11.1. The service provider must report to the Director: Security, Facilities, Records and Corporate Communication or his/her delegate, on any matters relating to this project including the project implementation plan.

11.2. The service provider is required to provide a written progress reports in line with the installation plan to the Director: Security, Facilities, Records and Corporate Communication or his/her delegate.

11.3. The service provider will be required to conduct installation phase meetings with Director: Security Risk Management or his/her delegate.

11.4. The service provider shall provide quarterly system maintenance reports (pro-active and reactive) in Portable Document Format, as well as any other project related report/s as may be requested by the Department.

12. CONDITIONS OF THE CONTRACT

12.1. The successful bidder is expected to enter into a Service Level Agreement (SLA) with OTP after the award of the contract. OTP reserves the right to terminate the contract should the successful bidder fail to perform according to the requirements stipulated in the Service Level Agreement.

12.2. OTP may require the successful bidder to be screened before appointment letter is issued to determine suitability to be contracted by the department.

12.3. The successful bidder must have premises or offices within the EC province from which business will be conducted within twenty-one (21) days upon receipt of appointment letter.

13. PROJECT COSTING

13.1. A pricing schedule (Annexure A) is attached, and the bidders are expected to complete and sign the pricing schedule.

13.2. Bidders are required to provide fixed rate quotations for the duration of the contract.

13.3. Prices must be VAT inclusive and quoted in South African Rand. OTP does not pay VAT to vendors that are not registered with SARS. It is compulsory for bidders with taxable supplies exceeding R1, 000,000.00 (excluding VAT) in a 12-month period to register for VAT.

14. COMPULSORY BREIFING SESSION

14.1. A compulsory clarification and site inspection will be held at The Eastern Cape Office of The Premier, Independence Avenue, ECDC building, Bhisho on the **27 March 2024 at 10H00**.

15. BID EVALUATION CRITERIA

The bid will be evaluated in two (02) phases as follows:

a) **Phase 1:** Mandatory Requirements and SCM Compliance

b) **Phase 2**: Price and Specific goals

15.1. MANDATORY REQUIREMENTS

15.1.1. **Project Methodology -** The bidder must provide a detailed project methodology outlining how the project will be successfully carried out, considering all elements of the scope of work, expected deliverables and the technical specification. The project methodology must include clear milestones, timelines and resources assigned to execute the project.

15.1.2. **Certification -** Bidders are required to be Original Equipment Manufacturer (OEM) certified/authorized for access control and surveillance equipment (proof to be attached on a signed Manufactures' letterhead or certificate)

15.1.3. **Company Experience -** Evidence of the bidders' proven track record on successfully completed projects in the installation and maintenance of access control systems and CCTV cameras, as follows:

I. Provide a minimum of three (3) orders to the value of R500, 000 or more per order. In the event that the bidder had a completed contract with multiple orders amounting to R500 000 or more, an appointment letter with orders relating to the contract must be provided as a evidence.

II. In addition to the above, bidders must submit together with their bid proposal at least three (3) reference letters on clients' letterhead signed and dated. The reference letter must be signed by the SCM Head or Project/ Programme Manager as evidence of services rendered satisfactory in line with orders/contracts submitted.

15.1.4. **Team Capacity:**

The service provider must demonstrate the capacity of the project team to be utilized in the execution of the contract. The project team should consist of a project leader and at least two (2) technical team members with technical experience in the installation of security systems as follows:

Team Leader / Project Manager:

i. Must have a minimum of five (5) years' experience in design and/or managing installation and commissioning of integrated electronic Access Control systems and CCTV cameras.
ii. The Project Manager must have a certificate/qualification in Project Management.
iii. A detailed CV of the Team Leader/Project Manager with valid certified copies of Identification Document as well as qualifications must be attached to the technical proposal.

Team members/technicians

i. Must have a minimum of three (3) years' experience in the electronic security systems environment (CCTV cameras, Access Control, intruder detection systems, etc.).

ii. Detailed CVs of the team members with valid certified copies of Identification Documents as well as qualifications must be attached to the technical proposal.

15.2. **SCM COMPLIANCE**

Document that must be submitted	Explanatory information
1. Invitation to Bid – SBD 1	Complete and sign the supplied document
2. Tax Compliance Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification as well SARS e-filling verification outcome will take precedence.
3. Declaration of Interest – SBD 4	Complete and sign the supplied document
4. Preference Point Claim Form – SBD 6.1	Complete and sign the supplied document
5. Registration on Central Supplier Database (CSD)	Service Provider must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.

15.3. **PHASE 2 PRICE & SPECIFIC GOALS**

i. Only Bidders that have met all the requirements of phase 1 will be evaluated in phase 2 for price and specific goals. Price and specific goals will be evaluated as follows:

ii. 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 the table below as may be supported by proof/ documentation stated in the conditions of this tender.

iii. The applicable preference point system for this tender is the 80/20 preference point system. The maximum points for this tender are allocated as follows:

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

Points awarded for Specific Goals

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

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)	Documentation to be submitted by bidders to validate their claim for points
Youth owned entities	5	-ID document. -Company registration (CIPC)
Women owned Entities	5	-Company registration (CIPC) -ID
Entities owned by people with disabilities	5	Proof of disability such as SASSA registration or confirmation of disability from a relevant authority
South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3	-ID Copy -CIPC (Company registration)
Eastern Cape based Suppliers	2	Municipal Bill statement / Lease agreement
Total	**20**	

Specific goals points will be allocated to bidders on submission of documentation stated above as evidence required to substantiate the points claimed.

6. SUPPLIER DUE DILIGENCE

OTP reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include interviews, presentations, site inspection and requests for additional information.

7. SUBMISSION OF PROPOSALS

i. Bid documents must be placed in the bid box situated at OTP Main Building, Ground Floor at security, Independence Avenue, Bhisho OR couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.

ii. Bid documents will only be considered if received by OTP before the closing date and time, regardless of the method used to send or deliver such documents to OTP.

8. COMMUNICATION

All communication or correspondence concerning this bid should be directed as follows:

With regard to Terms of Reference:	**With regard to SCM Information**
Mr Dumisani Magwaza Security Management Bhisho dumisani.magwaza@ecotp.gov.za	Ms. Loyiso Manyela Supply Chain Management Bhisho e-mail:loyiso.manyela@ecotp.gov.za

ANNEXURE A –

PRICING SCHEDULE – *FIRM PRICES*

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO FUEL PRICE FLUCTUATIONS) WILL NOT BE CONSIDERED

NAME OF A BIDDER: …………………………………………………………………………………………

OFFER TO BE **VALID FOR NINETY (90) DAYS** FROM THE CLOSING DATE OF BID.

OTP is seeking services from suitable service providers for **APPOINTMENT OF A SERVICE PROVIDER TO INSTALL HALF HEIGHT SPEED TURNSTILE, CCTV CAMERAS AND INTEGRATION TO THE CURRENT SECURITY SYSTEM FOR EASTERN CAPE OFFICE OF THE PREMIER BUILDING**

ITEM NO.	**ITEM DESCRIPTION**	**QTY**	**PRICE PER UNIT**	**TOTAL PRICE** (must be firm & Including delivery cost)
A A1	Supply and Installation of security access control system	01		
A2	Supply and Installation of the new half-height speed turnstile in all main entrances at Ground, Middle and First floor	04		
A3	Supply and Installation of CCTV cameras in all passages of Ground, Middle and First floor	48		
A4	Supply and Fitting of Biometric readers in all main doors and passages	10		
A5	Integration of the system	01		
A6	5 years warranty and maintenance of the security system which will be done quarterly.			
B	**Sub Total**			
C	**Vat (15%) – if applicable**			

TOTAL AMOUNT CARRIED TO FORM OF BID R.....................………..

AMOUNT IN WORDS:

____

____

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

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………….

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

DATE: …………………………………………

ANNEXURE B– BIDDERS MUST FULLY COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND REFERENCES

NO.	COMPANY / CLIENT'S NAME	VALUE OF THE ORDER	DESCRIPTION OF GOODS/SERVICES	CONTACTABLE REFERENCES		
				NAME OF CONTACT PERSONS	WORK E-MAIL ADDRESS	WORK TELEPHONE NUMBERS
1.						
2.						
3.						
4.						
5.						

Bidders Name:______________________ **Date:**______________________

Signed by: ____________________ **Signature:**_________________

PART A

SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU1-2023/24-0005	CLOSING DATE:	09 APRIL 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ACCESS CONTROL SYSTEM AT EASTERN CAPE OFFICE OF THE PREMIER BUILDING				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
EASTERN CAPE OFFICE OF THE PREMIER					
INDEPENDENCE AVENUE OLD ECDC BUILDING, GROUND FLOOR (RECEPTION AREA)					
GROUND FLOOR (RECEPTION AREA)					
BHISHO, 5605					

BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO		**TECHNICAL ENQUIRIES MUST BE DIRECTED TO:**	
CONTACT PERSON	**MS. LOYISO MANYELA**	CONTACT PERSON	**MR DUMISANI MAGWAZA**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Loyiso.sidziya@ecotp.gov.za**	E-MAIL ADDRESS	Dumisani.magwaza@ecotp.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 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 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: …………………………………………...

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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 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

[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.

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 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.

[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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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.

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who has a disability – **attach doctor's letter confirming the disability**

- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Documentation to be submitted by bidders to validate their claim for points
Youth owned entities	5	-ID document. -Company registration (CIPC)
Women owned Entities	5	-Company registration (CIPC) -ID
Entities owned by people with disabilities	5	Proof of disability such as SASSA registration or confirmation of disability from a relevant authority
South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3	-ID Copy -CIPC (Company registration)
Eastern Cape based Suppliers	2	Municipal Bill statement / Lease agreement
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:………………………………………………………..

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 that 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 provider covered under the contract.

1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's webisite.

4. Standards

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

5. Use of contract documents and information; inspection

5.1 The provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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

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. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

(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 provider of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

i. Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
ii. in the event of termination of production of the spare parts:
   a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   b) 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 provider 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 provider 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 provider, 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.

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

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

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

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

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.

16.4 payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

(a) if the provider 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; or
(b) if the provider fails to perform any other obligation(s) under the contract; or
(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

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

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement Of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

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

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
(b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. Taxes And Duties

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.