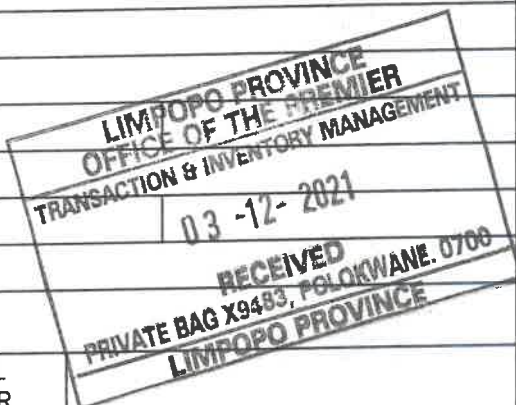


PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PRDP 12/2021-22	CLOSING DATE:	27 JANUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	PRDP 12/2021-22 PHYSICAL SECURITY SERVICES IN ALL THE BUILDINGS OF OFFICE OF THE PREMIER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
40 HANS VAN RENSBURG					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NEMUHUYUNI E		CONTACT PERSON		
TELEPHONE NUMBER	015 287 6000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za		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:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date: 27 JANUARY 2022

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

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

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date: 27 JANUARY 2022

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

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

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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

$$\frac{P_s}{P_t} \left(\frac{P_t}{P_{min}} \right)^{\frac{80}{20}} \quad \text{or} \quad \frac{P_s}{P_t} \left(\frac{P_t}{P_{min}} \right)^{\frac{90}{10}}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

$$\frac{P_s}{P_t} \left(\frac{P_{max}}{P_t} \right) \text{ or } \frac{P_s}{P_t} \left(\frac{P_{max}}{P_t} \right)$$

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



TERMS OF REFERENCE FOR PRDP 12/2021-22: PHYSICAL SECURITY SERVICES IN ALL THE BUILDINGS OF OFFICE OF THE PREMIER

1. DEFINITIONS

Unless the context indicates otherwise –

- 1.1 **Office** means the Limpopo Office of the Premier;
- 1.2 **Preferential Procurement Regulations, 2017** mean the Preferential Procurement Regulations, 2017 issued in terms of Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.3. **PSIRA Act** means the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), including PSIRA Regulations issued in terms of the Act;
- 1.4. **Security Administrator** is the person appointed by the Office to oversee implementation of this contract;
- 1.5. **Security contractor** means the successful bidder who ultimately enters into a contract and service level agreement with the Office; and
- 1.6. **Sites** mean the Office of the Premier buildings at—
40 Hans Van Rensburg Street (Mowaneng Building); 15A Hans Van Rensburg Street; 41 Church; 25 Bodenstein Street and 15 Grobler Street.

2. ACRONYMS

- 2.1 **B-BBEE** Broad Based Black Economic Empowerment;
- 2.2 **CSD** Central Suppliers Database;
- 2.3 **CIPRO** Companies and Intellectual Property Registration Office



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|------------|--------------|--|
| 2.4 | CIPC | Companies and Intellectual Property Commission |
| 2.5 | EME | Exempted Micro Enterprise; |
| 2.6 | PSIRA | Private Security Industry Regulatory Authority |
| 2.7 | QSE | Qualifying Small Enterprise |

3. DURATION OF CONTRACT

The contract period is twenty four (24) Months.

4. LEGISLATIVE MATRIX OF THE CONTRACT

4.1. TAX LEGISLATION

- 4.1.1. Bidder(s) must be compliant when submitting an offer to the Office and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Valued Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3. The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.
- 4.1.4. Bidders are required to be registered on the Central Supplier Database and National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.5. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. PROCUREMENT LEGISLATION

Office of the Premier has detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential



Procurement Policy Framework Act 2000 (Act. No. 5 of 2000), Preferential Procurement Regulations, 2017 and the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3. TECHNICAL LEGISLATION AND STANDARDS

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

5. SCOPE OF SERVICES

5.1. The Office requires a Security Contractor to render comprehensive twenty four (24) hours physical security, access and egress control services at the sites for a period of twenty four (24) months.

5.2. The number of security guards and grading requirements are as follows:

5.2.1 MOWANENG BUILDING (40 HANS VAN RENSBURG BUILDING)

DAY SHIFT: MONDAY TO FRIDAY

- Two [02] Unarmed Grade D Security Guards at Bodenstein Guard room;
- One [01] Unarmed Grade D Security Guard at Executive Floor; and
- One [01] Unarmed Grade D Security Guard at 40 Hans Van Rensburg Gate.

Number of Security Guards for day shift: Four (04)

NIGHT SHIFT: MONDAY TO SUNDAY

- One [01] Armed Grade D Security Guard at Bodenstein Guard room;

Number of Security Guards for night shift: One (01)

5.2.2 15A HANS VAN RENSBURG BUILDING

DAY SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed Grade D Security Guard at Reception; and
- One [01] Armed Grade D Security Guard at Reception.



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Number of Security Guards for day shift: Two [02]

NIGHT SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed Grade D Security Guard at Reception; and
- One [01] Armed Grade D Security Guard at Reception.

Number of Security Guards for night shift: Two [02].

5.2.3 25 BODENSTEIN BUILDING

DAY SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed Grade D security at Guard room; and
- One [01] Armed Grade D Security at Guard room.

Number of Security Guards during the day: Two [02].

NIGHT SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed Grade D security at Guard room; and
- One [01] Armed Grade D Security at Guard room.

Number of Security Guards during the day: Two [02].

5.2.4 15 GROBLER BUILDING

DAY SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed grade D Security Guards at the Reception;
- One [01] Armed grade D Security Guard at the Reception; and
- One [01] Armed grade D Security Guard at the Parking Area.

Number of Security Guards during the day: Three [03].

NIGHT SHIFT: MONDAY TO SUNDAY

- One [01] Unarmed Grade D security Guard at the Reception;
- One [01] Armed Grade D Security Guard at the Reception; and
- One [01] Armed Grade D Security Guard at the Parking Area.

Number of Security Guards during the night: Three [03].



5.2.5 41 Church Street Building

DAY SHIFT: MONDAY TO SUNDAY

- One (01) Unarmed Grade D Security Guard at Reception;
- One (01) Armed Grade D Security Guard at Reception; and
- One (01) Unarmed Grade D Security Guard at Basement parking.

Number of Security Guards during the night: Three (03)

NIGHT SHIFT: MONDAY TO SUNDAY

- One (01) Unarmed Grade D Security Guard at Reception; and
- One (01) Armed Grade D Security Guard at Reception.

Number of Security Guards during the night: Two (02)

TOTAL NUMBER OF SECURITY GUARDS FOR ALL SITES IS TWENTY FOUR [24].

6. MINIMUM COMPETENCIES

- 6.1 Bidders must be registered as security service providers in terms of the PSIRA Act.
- 6.2 Bidders must be in good standing with PSIRA and remain so for the duration of contract.
- 6.3 Bidders must have the infrastructure and performance capacity contemplated in Regulation 5 of the PSIRA Regulations, read with section 23 (2)(b) of the PSIRA Act. **The premises of the bidders will be inspected to verify compliance.**
- 6.4 Security officers employed by the bidder or contemplated to be employed by the bidder to execute this contract must be registered as security service providers in terms of the PSIRA Act and Regulations.

7. DOCUMENTATION AND INFORMATION REQUIRED

- 7.1. A valid PSIRA Business Registration Certificate.
- 7.2. A valid PSIRA certificate of good standing.
- 7.3. PSIRA grade B registration certificates for all individuals constituting the bidding entity i.e. directors, members, partners, trustees, administrators if the



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applicant is a foundation, or any person performing executive or management functions of the bidder.

- 7.4. Proof of registration with the Unemployment Insurance Fund.
- 7.5. Proof of registration with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993).
- 7.6. Proof of registration with the Private Security Pension Fund and proof that member contributions are up to date.
- 7.7. Certified copies of bidder's firearm licenses.
- 7.8. Certified copy of Company Registration Certificate (CIPRO/ CIPC document)
- 7.9. A brochure of the bidder's security uniform.
- 7.10. If the bidder is –
 - a. a Close Corporation or Company, CIPRO or CIPC Registration documents reflecting the latest information about the bidder may be attached;
 - b. a trust, a copy of the trust deed and where applicable, a letter of authorisation issued by the Master of the High Court; or
 - c. any other entity, documentation establishing that entity.
- 7.11. Completed and signed bid documents
- 7.12. A detailed profile of the bidder, which must include detailed information on the experience of the bidder in rendering security services.
- 7.13. BBBEE Certificate if preference points are to be claimed.
- 7.14. Bidders must disclose the following information:
 - a. Full names of persons involved in the ownership and management of the Bidder.
 - b. Details of any association or relationship between the bidder and any other bidder(s) who bid for this contract.
 - c. Details of any association or relationship between any natural person (Individual) in any way involved or associated with the bidder, and any other bidder(s) who bid for this contract.
- 7.15. Bidders must indicate



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- a. the extent of resources under their control and resources available to enable them to execute the contract;
 - b. that they will be able to adhere to generally accepted levels of quality in the provision of the service and explain the mechanism for quality assurance and review;
 - c. the number and value of other contracts being undertaken by them at the date of the bid to enable the accounting officer to ascertain their ability to execute this contract;
 - d. the number of full-time employees employed by the bidder at the time of bidding; and
 - e. a breakdown in terms of race and gender at top and middle management levels;
 - f. the level of control that Historically Disadvantaged Individuals possess in the bidding enterprise as well as their involvement in the operational and management levels;
 - g. the extent of black ownership at equity level; and
 - h. the extent to which the bidder has invested a percentage of its turnover on projects that have an economic value on any community in the province.
- 7.16. Bidders must submit a detailed project plan that specifies days and times of rendering the services as specified in this document.

8. SPECIAL CONDITIONS OF CONTRACT

8.1. Compliance with legislation

The security contractor is expected to be familiar with and comply with legislation and policies applicable to the security services industry and this contract, including but not limited to-

- a. PSIRA Act;
- b. PSIRA Regulations;
- c. Code of Conduct for Security contractors issued in terms of the PSIRA Act;
- d. Control of Access to Public Premises and Vehicle Act, 1985, (Act No. 53 of 1985);



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- e. Criminal Procedure Act, 1977 (Act No. 51 of 1977), in so far as it relates to execution of this contract by the bidder;
 - f. Firearms Control Act, 2000 (Act No. 60 of 2000);
 - g. Protection of Information Act 1982, (Act No. 84 of 1982);
 - h. Trespass Act, 1959 (Act No. 6 of 1959);
 - i. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
 - j. Sectoral Determination in respect of the Private Security Sector issued in terms of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997); and
 - k. Labour Relations Act, 1995 (Act No. 66 of 1995);
 - l. Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
 - m. The Security Policy of the Limpopo Office of the Premier; and
 - n. Minimum Physical Security Standards (M.P.S.S) and Minimum Information Security Standards (M.I.S.S).
- 8.2. The Security Company must remain in good standing with PSIRA for the duration of the contract term, and the Office reserves the right to check the PSIRA status at any time.

8.3. Third Party Liability Cover

The security contractor must, at its own expense –

- a. take out valid, adequate third party liability cover specifically relating to the rendering of services in terms of this contract with an authorized financial services provider, for an amount not less than one million rand;
- b. file proof of –
 - i. such cover, which must be valid for the duration of the contract with the Office on commencement date of contract;
 - ii. payment of premiums as and when required by the Office.



8.4. Bidder's own terms and conditions or qualifications of bid

This document contains the terms and conditions of this bid, and bidders must not qualify the specifications or come up with their own terms and conditions.

8.5. Reservation of Rights

The Office reserves the right to-

- a. invite bidders to make presentations regarding any aspect (s) of the bid;
- b. request further information or document (s) from any bidder after closing date;
- c. verify information and documentation of any bidder;
- d. inspect or cause the premises of any bidder to be inspected;
- e. at any reasonable time, inspect or cause the premises of the security contractor to be inspected;
- f. award the bid to a bidder who did not score the highest points; and
- g. request the security contractor to redeploy any number of security officials to another sites of the Office, on the same terms and conditions of this contract.

8.6. Bid Acceptance

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the Office within seven (7) days of the conditional award.

8.7. Termination of Contract

8.7.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), read with section 23 (1) (h) of the PSIRA Act, and ensure that where applicable, natural persons who constitute the bidder comply with these laws. The Office reserves the right to disregard a bid or cancel the contract with the security contractor if the bidder or security contractor, –

- a. has failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into a valid contract with the Office, including but not limited to any public servant constituting or in the employ of the security contractor not having the necessary permissions or authorisation in terms of the Public Service Act, or not



having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;

- b. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity;
- c. after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement; or
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
 - i. refrain from bidding for this contract; or
 - ii. bid at an agreed price.

8.7.2 The Office may immediately terminate the contract without any notice to the security contractor if any of the following circumstances occur or exist:

If the security contractor –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. loses registration or good standing with PSIRA;
- c. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- d. breaches this contract twice during the contract period.

8.8. Invoices and payments

8.8.1 Payment for services will be made within 30 days of submitting an invoice to the Office, subject to the terms and conditions stipulated in the contract and service level agreement to be signed between the Office and the security contractor.

8.8.2 The contract price is -

- a. payable upon satisfactory discharge of all obligations of the Service Provider and delivery of the services to the Office in terms of this contract. The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of this contract ; and



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- b. fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.
- 8.8.3 If the service or part of the service is out of commission for certain periods, the Service Provider will only claim a pro-rata rate for the actual service delivered from the Office.
- 8.8.4. The Service Provider must submit an invoice for payment to be processed.
- 8.8.5. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Provincial Administration may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the Office will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Office.
- 8.8.6 A certificate of indebtedness signed by the Chief Financial Officer of the Office, reflecting the amount due and payable under clause 8.5 together with interest thereon, shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Office or payment by the Service Provider or for provisional sentence, summary judgment or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- 8.8.7. In the event that the Office institutes legal action against the Service Provider for any matter in connection with this contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.
- 8.9. Conflict of Interests**
- Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have systems in



place to identify potential conflicts and to bring them to the attention of the Office.

8.10. Costs incurred by bidder

The Office will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of its bid.

8.11. Bid binding upon security contractor

All written information, warranties and representations made by or on behalf of the bidder before conclusion of the contract are binding upon the security contractor and are deemed to have induced the Office to enter into this contract.

8.12. Liability

The security contractor is responsible and liable for-

- a. the conduct, acts and omissions of security officers and the security contractor's agents or representatives;
- b. any unauthorized or unlawful entry by any person into the sites; and
- c. injury to any person, theft, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any statutory duty by the security contractor or the security contractor's employees, security officers, agents or representatives. Under such circumstances, the security contractor must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

9. CONTINGENCY PLAN



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- 9.1. Bidders must submit a detailed contingency plan as per the requirements set out in Annexure B.
- 9.2. Should the Office require additional security officers in terms of the contingency plan contemplated in clause 9.1, the security contractor must be able to provide same within the period stipulated by the Office.
- 9.3. The security contractor must be able to provide contingency security officers in the event where any security official, for any reason, is unavailable to perform his or her duties on any given shift.
- 9.4. The provision of contingency security officers triggered by situations envisaged in the contingency plan contemplated in 9.1 above, will be at the cost of the security contractor and the security contractor must take this into account in compiling its bid price.

10. BID PRICE

- 10.1 Bid prices must include VAT, contingency costs and any other additional cost.
- 10.2 Bidders must prepare a pricing schedule signed by the authorized signatory, indicating costs per month, including contingency costs and costs for the duration of the contract.
- 10.3 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation (except for statutory wage increases as determined by the Minister) will be entertained, regardless of the reasons for such request.

11. KEY DELIVERABLES

- 11.1. **The successful bidder will be expected to-**
 - a. provide access and egress control services at the sites;
 - b. prevent unauthorised access and egress of persons, vehicles, assets, and any other prohibited unauthorised goods or objects;
 - c. safeguard the property of the Office at the sites;
 - d. provide parking management services;
 - e. provide patrol services;



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- f. notify the Office of any impending security threat at the sites;
 - g. inform the Office of any security related incident at the sites;
 - h. assist in investigations pertaining to all security issues at the sites;
 - i. continually assess the security condition of the Office and recommend any necessary corrective action;
 - j. when required, provide additional physical security services (per contingency plan);
 - k. keep and maintain various security registers prescribed by the Office; and
 - l. provide any other physical security related service.
- 11.2. The security contractor is expected to provide standard operating procedures on commencement of the contract, for approval by the Office in respect of the key deliverables contemplated in clause 11.1 above.
- 11.3. The service contractor must assign an operational manager to the Office for the duration of the contract. The operational manager must be available on a 24 hours basis and respond immediately when needed.
- 11.4. The service contractor must assign an operational manager to the Office for the duration of the contract. The operational manager must be available on a 24 hour basis and respond immediately when needed.
- 11.5. The security contractor must be affiliated to the South African Police Service Communication and Crime Combating Partnership.
12. **SECURITY OFFICERS MINIMUM COMPETENCIES**
- 12.1. All security officers must -
- a. be registered with PSIRA and remain so registered for the duration of the contract. The Office reserves the right to ascertain this registration status at any time before or during the term of the contract;
 - b. be adequately trained in security procedures, electronic access control devices or equipment, health and safety, customer service, use of security-related equipment, search procedures, radio speech, and other



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security related competencies necessary for the provision of the services to the Office;

- c. be suitably qualified and capable of performing all assigned duties;
- d. be able to understand, speak, read and write English;
- e. have a good knowledge and understanding of their post descriptions and duties; and
- f. have undergone and passed formal, recognised and accredited security training.

12.2 Security Officers must always be professional, courteous, dedicated, and helpful.

12.3 Security Officers must not lounge around, argue, eat, smoke or drink whilst undertaking duties or attending people.

12.4. In executing the contract, Security Officers and the Security Contractor may become privy to certain privileged information of or about the Office. The Security Contractor and Security Officers must observe confidentiality and not use any information obtained pursuant to this contract for any reason other than for reasons envisaged in this contract. The Security Contractor must have systems in place to monitor compliance in this regard.

12.5. The Security Contractor and Security Officials must not provide any information relating to the Office to the public or news media.

12.6. Security Officers must -

- a. not access any prohibited area;
- b. Conspicuously wear two identification cards, one of the security contractor and the other a PSIRA issued identification card.
- c. wear appropriate, neat, corporate uniform, which must comply with PSIRA security uniform requirements;
- d. keep the grounds and area occupied by them clean, hygienic and neat at all times;
- e. not carry on any trading on the sites;
- f. immediately leave the sites upon relief by next shift security officers; and
- g. be familiar with the Emergency Plan of the Office.



- 12.7. The Security Contractor must provide each security officer on duty with a duty sheet, which security officers must carry at all times, whenever on duty.
- 12.8. The Security Contractor must, at its cost -
- a. provide regular, customized accredited training to ensure that Security Officers are able to provide the required services; and
 - b. prior to implementing any training, prepare a training plan and forward to the security administrator for approval.

13. DELIVERIES

Security Officers may not accept any delivery on behalf of the Office, or any employee of the Office.

14. OCCURRENCE BOOK

- 14.1. The service contractor must, at its own cost, provide, keep and maintain an occurrence book, which the Office may inspect at any time.
- 14.2. All incidents relating to security must be recorded in the occurrence book.
- 14.3. Incident reports must have a corresponding occurrence book reference number.
- 14.4. Any verbal instruction given to a security officer by the Office must be recorded in the Occurrence Book by the security officer.
- 14.5. The Occurrence Book must remain the property of the Office.

15. SITES VISITS BY SUPERVISOR

The security contractor must ensure that a supervisor conducts regular sites visits per shift. Such visits must be logged in the occurrence book.

16. MONTHLY REPORTS



The Security contractor must, on or before the last day of each month, prepare and submit a monthly report on the implementation of the contract, which must also include a consolidated list of occurrences.

17. EQUIPMENT REQUIRED

17.1. Bidders must have the following equipment, which must be made available for inspection by the Office during the evaluation and adjudication process.

- Fire arms (Post related) (minimum of 11);
- Batons (minimum of 14)
- Handcuffs (minimum of 14);
- Two way radios (including base station) that are functional (minimum of 14);
- Operational 24 Hours Control Room;
- Vehicle radio base station,
- Firearm Register;
- Firearm Safe;
- Patrol Vehicle; and
- Uniform (combat and corporate).

The following items must be provided after the appointment

- Whistles; and
- Pepper Sprays.
- Battery operated torches (minimum of 14);
- Rain Coats.

NB: items mentioned above if not on site during inspection must appear on the updated asset register of the bidder.

17.2. The Security Contractor will be required to supply, maintain and operate, for his own account, the above equipment, which must be in good condition and functional at all times.



- 17.3. Each security officer on duty must be provided with a Pocket Notebook and a pen to record any incident before the incident is recorded in the occurrence book.

18. GENERAL

- 18.1. The Office reserves the right to order the removal of any security officer whose performance is not satisfactory to the Office.
- 18.2. Security officers must report for work on time and for a particular shift.
- 18.3. Security officers may not leave their posts without being properly relieved.
- 18.4. The security contractor must ensure that security officers engaged by the security contractor do not in any way cause disruptions or picket at the sites.

19. FIRE MANAGEMENT

- 19.1. Where security officer(s) on duty detect a fire, they must immediately inform the nearest Fire Brigade, the South African Police Services, Risk Management and any other emergency service authority.
- 19.2. Such incidents must be recorded in detail in the occurrence book.
- 19.3. The security contractor must give a detailed, written report to the security administrator within twelve hours of any such incident.

20. FORM OF BID

- 20.1. Bidders are required to complete the entire bid document and furnish all information required in the bid.
- 20.2. Only the **original** bid document will be accepted.
- 20.3. Except where an original document is required, all copies of documents must be certified.
- 20.4. Bidders may not use correction fluid. Any cancellation, alteration or amendment on the bid form must be made by hand and initialed by the authorized signatory.

21. SUBMISSION OF BIDS.

- 21.1. Bid documents may either be deposited in the tender box OR couriered to the addresses indicated in the SBD 1 on or before the stipulated closing date and time.



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- 21.2. Bid documents will only be considered if received by Office of the Premier before the closing date and time, regardless of the method used to send or deliver such documents to Office of the Premier.
- 21.3. The bid will be administered in terms of a two envelope system. Bidders must simultaneously submit a technical proposal and a financial proposal in two **separate** sealed envelopes marked clearly as follows:

The envelope must be clearly marked as follows:

1. Envelope 1- Technical Proposal

Name of bidder:

Bid No: PRDP 12/2021-22

Title: Provision of physical security services in all the buildings of office of the premier

Closing date:

Closing time: 11:00

ALL SUPPORTING DOCUMENTS MUST BE INCLUDED IN THIS ENVELOPE.

NO PRICING WHATSOEVER MUST BE INDICATED IN THIS ENVELOPE.

BIDDERS WHO INCLUDE PRICE IN THIS ENVELOPE WILL BE DISQUALIFIED.

2. Envelope 2- Financial Proposal

Name of bidder:

Bid No. PRDP 12/2021/22

Title: Provision of physical security services in all the buildings of office of the premier

Closing date:

Closing time: 11:00

Only bidders who score 75 out of 100 possible points for functionality will be evaluated on the financial proposal and preference points. Envelope 2 will only be opened if a bidder has obtained 75 or more points on the technical proposal contained in Envelope 1.



NB: The validity period for the Bid will be 120 days after the closing date.

21.3.1. The packages/ envelopes must be labelled and submitted in the following format:

Envelope (package) 1 (Technical Proposal)	Envelope (package) 2 (Price and B-BBEE)
Exhibit 1: Administrative documents (Refer to 25.1) – Gate 0: Administrative Criteria (Table 1)	Exhibit 1: Pricing Schedule
Exhibit 2: Technical responses. Supporting documents for technical responses.	Exhibit 2: SBD 6.1: Preference Points Claim Form in terms of the Preference Procurement regulations 2017
Exhibit 3: General Conditions of Contract (GCC)	
Exhibit 4: - Company Profile. - Any other supplementary information	

21.4. Bidders are requested to initial each page of the tender document.

22. BRIEFING SESSION

There will be **NO briefing session**.

23. BID EVALUATION PROCESS



23.1 In addition to the criteria stipulated in the official bid forms as well as in the preceding clauses, the bid will be evaluated in terms of the criteria indicated in **Annexure A**.

23.2 **A compulsory physical site inspection will be conducted in respect of all bidders.**

24. EVALUATION CRITERIA

24.1 The bid will be evaluated in terms of the Preferential Procurement Regulation 2017, issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

24.2 The bid will be awarded based on the 80/20 point scoring system.

25. EVALUATION AND SELECTION CRITERIA

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

Administrative Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 23.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to Gate 2 (Price and B-BBEE)	Bidder(s) will be evaluated on price and B-BBEE claimed points

25.1. Gate 0: Administrative Criteria/ Compliance

Without limiting the generality of the Office's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on



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compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal must be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Administrative Compliance

Documents that must be submitted	Non-submission may result in disqualification.	
Original Bid Document	YES	Duly completed and signed.
Invitation of Bid – SBD 1	YES	Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE.
Declaration of Bidder's past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document.
Proof of registration on Central Supplier Database (attach detailed CSD report)	YES	Bidder(s) must be registered as a service provider on the 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 proof of registration.
Company Registration Certificate (CIPC document)	NO	Valid copy of CIPC Company Registration Certificate of a bidder (Originally Certified)
Bid Proposal's Soft copy	YES	Bid Proposal on a soft copy (memory stick)
PSIRA Business Registration Certificate	YES	Valid PSIRA Business Registration Certificate of a bidder (Originally certified)



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PSIRA Registration of Director(s)	YES	Valid PSIRA certificate of the Director(s) (Originally certified)
Bidders must have the infrastructure contemplated in Regulation 5 of the PSIRA Regulations, read with section 23 (2)(b) of the PSIRA Act.	YES	Proof of business address/ valid signed Lease agreement for the business/ Municipal rates payment/ any other provable Means of verification
PSIRA Certificate of good standing for business	YES	Valid PSIRA Certificate of good standing for business (Originally certified)
Fire Arm Licences per Fire Arm	YES	Valid Fire Arm licences (Originally Certified)
Fire Arm competency certificate/licence of the Director.	YES	Valid copy of the Firearm Competency certificate/licence of the Director (Originally Certified)

25.2. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the Administrative Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated—:

- i. In accordance with the Evaluation Criteria for functionality listed in **Annexure A**;
- ii. out of **100** points and Bidders are required to achieve minimum threshold of 75 points in order to proceed to Gate 2 for **Price** and **B-BBEE** evaluations.

As part of due diligence, Office of the Premier may conduct a site visit at Bidder's place of business (as per the physical address provided by the bidder on SBD 1) and/or client of the bidder (reference) for validation of the services previously rendered. The choice of the site will be at the Office of the Premier's sole discretion.

25.3. Gate 2: Price and B-BBEE Evaluation (80+20) = 100 points



Only Bidders that have met the **75 points threshold** in Gate 1 will be evaluated in Gate 2 for **Price and B-BBEE** will be evaluated as follows;

In terms of regulation 6 of the Preferential Procurement Regulations, 2017, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

25.3.1. Stage 1- Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

- Ps** = Points scored for comparative price of bid under consideration
- Pt** = Comparative price of bid under consideration
- Pmin** = Comparative price of lowest acceptable bid

25.3.2. Stage 2 - B-BBEE Evaluation (20 points)

a. B-BBEE Points allocation

A maximum of **20** points may be allocated to a bidder for attaining their B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 System)
1	20
2	18



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3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1) and
- B-BBEE Certificate accredited by SANAS/ Sworn Affidavit.

b. Joint Ventures, Consortium and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. Bidders that will bid as Joint Venture(s) must register their companies as such (joint venture) with SARS and also be registered on Central Suppliers Database in order for CSD verifications to correspond with all parties that form the Joint Venture.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE score card is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Office will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/ parties in respect matters pertaining to the joint venture and/or consortium arrangement.



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25.3.3. Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated.

26. REQUESTS FOR ADDITIONAL INFORMATION

- 26.1 For reasons of audit ability of the bid process, a request by a bidder for additional information or clarification before the closing date of the bid must be done in writing. Queries may be directed to the following e-mail address:

tenders@premier.limpopo.gov.za

- 26.2 No telephonic or physical contacts (saved for collection of soft copies of the bid TOR) with the above officials shall be entertained. Any transgression of this requirement shall invalidate your bid.
- 26.3 During the bid evaluation process additional information or clarifications may be sought by the Office of the Premier. For this purpose a bidder must provide contact details. Written responses to requests for such information or clarification must be provided within 2 days. Failure to supply the information or clarification or to do so Within the required timeline may invalidate the bid.



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ANNEXURE A:

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA-FUNCTIONALITY, PRICE & B-BBEE

THE BID WILL BE EVALUATED IN TERMS OF THE 80/20 PREFERENCE POINTS SYSTEM AND IN ACCORDANCE WITH THE FOLLOWING CRITERION:

Folio No.	Criterion	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		100	
1)	Existence of an office, including business facilities, in Limpopo Province		5	
i)	No proof attached/ attached proof of address do not corresponds with Physical address registered on the Bid document/ the company is operating outside Limpopo Province		0	
ii)	Address only written/ No proof of address attached/		2	
iii)	Proof of address attached	Proof of business address/ valid signed Lease agreement for the business/ Municipal rates payment/ any other provable Means of verification (Evidence to be verified)	5	
2)	Bidder's capacity and experience		75	
2.1)	Bidder's capacity: Director(s)/ Proprietor(s)/ Owner(s)		15	
	Qualifications			
i)	No Qualifications attached		0	



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ii)	PSIRA Grade B Qualifications	Bidders to attach copies of PSIRA qualifications	10	
ii)	PSIRA Grade A Qualifications	(Evidence to be verified)	15	
2.2)	Bidder's capacity: Director(s)/ Proprietor(s)/ Owner(s) relevant to physical security services in different years		15	
	Average Experience			
i)	No Experience		0	
ii)	1 – 2 years	Bidders to attach Cvs with list of contactable references indicating number of years in	5	
iii)	3 - 4 years	Provision of Physical Security Services	7	
iv)	5 – 6 years	(Evidence to be verified)	10	
v)	7 years and more		15	
2.3)	Bidder's relevant experience in executing similar Security Service (Provision of Physical Security Services) in different years		40	
i)	No Experience and attached means of verification does not have contactable references		0	
ii)	1 – 2 years	Bidders to attach a list of contactable references	15	
iii)	3 - 4 years	with appointment letters/ official purchase order	20	
iv)	5 – 6 years	indicating number of years in Provision of	25	
v)	7 years and more	Physical Security Services	40	
		(Evidence to be verified)		
2.4)	Bidder's capacity: Admin. Support staff		5	



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i)	No single employee		0	
ii)	1 -4 employees	Bidders to attach payroll excluding remuneration	3	
iii)	5 and more employees	with details for the recent past three (03) months of the back office administration support staff. (Evidence to be verified)	5	
3)	Contingency Plan		15	
i)	Plan not attached/not in line with Annexure B and not detailed.		0	
ii)	Detailed plan attached as per Annexure B	Contingency plan detailing company's response in case of emergency	15	
4)	Financial Capacity		5	
i)	No Annual Financial Statement		0	
ii)	Recent Annual Financial Statement	Attach recent Annual Financial Statement (Evidence to be verified)	5	
TOTAL-FUNCTIONALITY*			100	
PRICE			80	
B-BBEE POINTS			20	

* Bidders are required to achieve minimum threshold of 75 points in order to proceed to Price and B-BBEE evaluations.

Bidder's Surname, initials & Signature	Capacity under which this bid is signed	Date



ANNEXURE B
REQUIREMENTS FOR DEVELOPING THE RISK BASED CONTINGENCY PLAN

NO	ACTIVITIES	STRATEGY
1.	Strike Management	a. A detailed plan on how the security service provider will manage the strike by its employees. b. A plan on how the security service provider will assist the Office during Public sector industrial action c. The plan must have due regard to the provision of extra security officers in the case of strike management
2.	Fire Management	a. A detailed plan on how the security service provider will manage the sites when the fires break-out.
3.	Theft	a. How is the service provider going to manage the sites when a case of theft of assets is brought to their attention?
4.	Riots	a. A Step by step plan indicating the strategy of managing riots affecting the sites or precinct.
5.	Power Failure	a. How would the service provider manage the sites during the night in case of the power failure?
6.	Emergency Evacuation	a. How would the service provider assist the authorities during the emergency evacuation b. Training schedule for security officers on sites on the emergency evacuation for the sites should be indicated.
7.	Crowd Management	a. A summary of step by step processes on how to manage crowd to avoid stampede.
8.	Threat assessment	a. An indication on how often will the service provider conduct its own security treats analysis and provision of reports thereof.
9.	Chemical, biological, radiological, nuclear & explosive (CBRNE)	a. Step by step summary on how the service provider would handle the CBRNE situation.

- END OF DOCUMENT -



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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)