



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: COGHSTAB08-2020/21FY CLOSING DATE: 24 FEBRUARY 2021 CLOSING TIME: 11H00

DESCRIPTION APPOINTMENT OF SERVICE PROVIDER FOR RENDERING PRIVATE SECURITY SERVICES AT QUEEN MODJADJI FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THIRTY-SIX(36) MONTHS FROM 2021/22 UNTIL 2023/24 FINANCIAL YEARS.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

20 RABE STREET

POLOKWANE

0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON MASEMOLA SS

TELEPHONE NUMBER 015 294 2024

E-MAIL ADDRESS masemolass@coghsta.limpopo.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON JANSEN EP

TELEPHONE NUMBER 015 284 5403

E-MAIL ADDRESS jansenep@coghsta.limpopo.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER

SUPPLIER
COMPLIANCE STATUS TAX COMPLIANCE
SYSTEM PIN:

OR

CSD 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:

.....

2

**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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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.

3

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) **"prices"** 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. POINTS AWARDED FOR PRICE

3.1 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

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

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 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

5. BID DECLARATION

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

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

- 6.1 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.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 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

.....

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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...**COGHSTAB08-2020/20FY**.....

Closing Time 11:00 Closing date...**24 FEBRUARY 2021**.....

OFFER TO BE VALID FOR..**240**.. 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

** "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

8

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

9

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

10

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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority 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):

2.4 Company Registration Number:

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 attached 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

12

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 Tax Reference Number	State Employee Number / Persal Number

13

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

14

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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		

15

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:		

SBD 8

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

16

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.

17

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

18

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.

19

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

20

CONFIDENTIAL



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE
PROVIDER FOR RENDERING PRIVATE
SECURITY SERVICES AT QUEEN MODJADJI FOR
THE DEPARTMENT OF CO-OPERATIVE
GOVERNANCE HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS FROM 2021/22
UNTIL 2023/24 FINANCIAL YEARS.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M. RVM M A

Initials of HOD

R

1 | Page

CONFIDENTIAL

CONFIDENTIAL

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR RENDERING PRIVATE SECURITY SERVICES AT QUEEN MODJADJI FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM 2021/22 UNTIL 2023/24 FINANCIAL YEARS.

ABBREVIATIONS

Abbreviations are as follows and remain constant throughout this document:

1. Security Manager	SM
2. Private Security Industrial Regulatory Authority	PSIRA
3. Identification card (PSIRA or Departmental ID Card)	ID card
4. Occurrence book	OB
5. Security Liaison Officer	SLO
6. Security Officer	SO
7. Service provider	SP
8. South African Police Services	SAPS
9. Security and Investigation Management	SIM
10. Department of CoGHSTA	DEPARTMENT
11. Queen Modjadji	SITE

APPLICABLE LEGISLATION

- Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedures Act, 1977, (Act 51 of 1977), as amended.
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Control of Access to Public Premise and Vehicles Act, 1985 (Act 53 of 1985)
- National Key Points Act, 1980 (Act 102 of 1980)
- Trespass Act, 1959 (Act 6 of 1959)
- Labour Relations Act, 1995 (Act 66 of 1995)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- Protected Disclosures Act, 2000 (Act 26 of 2000)
- Intimidation Act, 1982 (Act 72 of 1982)
- Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)
- Public Finance Management Act, 1999 (Act 1 of 1999) and Treasury Regulations
- Preferential, Procurement Policy framework Act No. 5 of 2000

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S.M. rvm KH Qy

Initials of HOD RA

CONFIDENTIAL

CONFIDENTIAL

SERVICE PROVIDER OBLIGATIONS

1. SCOPE OF SERVICE AT QUEEN MODJADJI

The service comprises of the daily physical security requirements at the site as prescribed herein.

The number of Security Officers and shifts of duty will vary by the site-specific instruction to be agreed upon by the Service Provider and the Security Manager.

- ✓ Strictly adherence to Basic Conditions of Employment Act.
- ✓ Rights of workers will also form part of the contract between the Department and the appointed Service provider.

1.1 Minimum Security Officer Standards are to be provided by the Service Providers as follows:

- 1.1.1 All Security Officers must be PSIRA registered and have successfully passed the required PSIRA grading course as is required by the department dependent on the grading required per site. All security officers must have an up-to-date PSIRA registration card on their possession while on duty. Current criminal background checks shall be provided to the SM for all Security Officers working on department sites by the Information Security Sub-directorate. The department must require vetting to be done on the successful service providers, their employees rendering services for the department.

Acceptance of this contract is subject to the condition that both the contracting company and its personnel providing the service must be security cleared by the department and other appropriate authorities to the level of either **CONFIDENTIAL**, **SECRET** or **TOP SECRET**. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the contract must require.

- 1.1.2 All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Manager in the site-specific instructions will determine the uniform type. **Combat Uniform** comprises matching private uniform for all personnel with security company logo to be provided by Service Provider.
- 1.1.3 Each Security Officer must be physically and mentally capable of performing all assigned duties. The Service provider must ensure each employee is able to provide the required services through training and/ or physical/ medical examinations. The department reserves the right to review all minimum requirements and instruct the removal of any personnel unable to perform their duties as indicated.
- 1.1.4 All Security Officers are required to read, write and speak English. There may be site-specific requirements for an additional language. This will be determined by the department.
- 1.1.5 Security Officers are to be professional, friendly and helpful at all times and adhered to Batho Pele Principles.

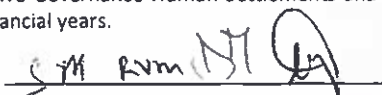
1.2 Hours of duty

All Security Officers will report to work on time and for the shift as designated per site instructions:

- 1.2.1 **No Security Officer shall be allowed to work more than 12 continuous hours without time off.**

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:



Initials of HOD



3 | Page

CONFIDENTIAL

23

CONFIDENTIAL

- 1.2.2 No Security Officer shall work for more than four days without time off which shall be the minimum of four days for rest to stay alert and perform the required job duties to department's satisfaction.
- 1.2.3 No Security Officers are allowed to leave their posts without being properly relieved. It is the Service provider's responsibility to provide continuous uninterrupted security services at the Department.
- 1.2.4 The Service provider will indicate what procedures are being used to confirm that all Security Officers arrive on time for their shifts, posted and self-posted Security Officers.

1.3 Acceptance of the contract is subjected to:

- 1.3.1 That the Service Provider shall have not less than One Million Rand (R 1 000 000 .00) Liability insurance cover which must be submitted to the department where services are rendered three months after commencement of services by the security SP.
- 1.3.2 That both the contracting company and its personnel providing services on site are cleared in line with Security and Investigations Management clearance. The security clearance includes criminal record checks by the South African Police Services and vetting investigation by State Security Agency where necessary. The recommendation from the clearing authorities must be positive for the bid to be accepted. The Service Provider's incidents data base developed by Security Management in the department and the PSIRA's company's status data base will also be considered during the screening process.
- 1.3.3 That the SP will implement all such security measures as the safe performance of the contract may require.
- 1.3.4 That the SP will sign the service level agreement with the department where services are to be rendered within seven working days after the bid has been awarded.
- 1.3.5 Obtaining a positive recommendation on criminal background checks of the SP's employees on site is the responsibility of the Service Provider concerned. The SP must within fourteen days of appointment submit criminal background status of all employees on site to the department where services are rendered.
- 1.3.6 The SP should have an existing and fully operational control room with high tech communication equipments to enable effective security monitoring within reasonable time and security backup.
- 1.3.7 Some security services rendered to department as per this contract may be terminated or transferred to other sites before the end of the contract; in this case the Service Provider will be notified seven working days prior to the termination or transfer of the services.

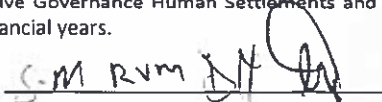
2. SPECIFICATION FOR STATIC GUARDS AT QUEEN MODJADJI

2.1 Access control (pedestrian)

- 2.1.1 The Security Officer shall supervise the entry and exit of all people entering / exiting the SITES. The Security Officer is responsible for ensuring that Access Control Policy / Procedures is adhered to at all entry / exit points and whenever conducting security patrols. The departmental Access Control and Security Policy will be made available to the successful SP.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:



Initials of HOD



4 | Page

CONFIDENTIAL

24

CONFIDENTIAL

- 2.1.2 Any person without a Departmental ID card shall not be allowed access into the premises and should be treated as a visitor.
- 2.1.3 Department employees without authorized access cards to a specific site must be treated as visitors and their details recorded in the visitors register.
- 2.1.4 Security services may be necessary at workshops, departmental functions, storerooms or other special areas. The SM will co-ordinate with the SP to determine the sites and specification in each situation.
- 2.1.5 Any problems or unusual occurrences must be recorded in the OB and reported to SM (or his/ her authorized delegate). All incidents must be recorded in the OB. In the event of an emergency occurring after hours, SM must be contacted immediately (or his / her authorized delegate). OB entry of emergency must be recorded.

2.2 Access control (vehicle)

- 2.2.1 The Security Officer shall control the entry/ exit of vehicles in / out the Sites (As per the departmental Security and Access Control Policies).

2.3 Access control after hours, weekends and public holidays

All persons (employees and non-employees) requesting access after hours, weekends and public holidays are required to record all relevant information in the After Hours Register maintained by the Security Officer. The Security Officer must ensure all information is legible and accurate. Any attempts of unauthorized access shall be recorded in the OB and access will be denied. The matter will also be reported to the SM immediately.

These procedures are applicable for vehicles as well as pedestrian access to Site.

2.4 Procedures and record keeping

- 2.4.1 The SM and SP shall agree to which registers are required on site.
- 2.4.2 All registers and Occurrence Books are to be purchased by the SP and are available at all job sites (guard posts), maintained by the Security Officers and properly archived for future reference (audit trail) by SM. All registers are to be uniform (unless specified otherwise and agreed upon by the SM and SP). All registers and Occurrence Books shall remain the property of the department.
- 2.4.3 Occurrence Book (OB) must be kept at each and every premises where deployed. All security related incidents and any unusual occurrences must be recorded per OB reference number in adequate detail for easy understanding. For example, a bomb threat or fire alarm should be recorded in the OB and all details noted as to time/ duration/ disposition, etc. Whenever in doubt, record all details in the OB.
- 2.4.4 All full registers and OBs must be handed to the Security and Investigation Management Unit for filing and safeguarding purposes.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

C.M Rvm DTG

Initials of HOD

AI

5 | Page

CONFIDENTIAL

25

CONFIDENTIAL

- 2.4.5 Whenever the department assets are being removed from the premises, the appropriate removal permits / registers (to be supplied by the department) must be completed with all the necessary documentation.
- 2.4.6 Search of persons and/or vehicles entering/ exiting the department premises is the responsibilities of the Security Officer and must be done in accordance with the Criminal Procedure Act/applicable law. The Service provider/s shall be regarded as independent SP/s and as such they must ensure that they comply with the law.

2.5 Search of persons

- 2.5.1 A private person (including the Security Officer) does not have a right to search a person. However, the Security Officer may confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.
- 2.5.2 Confiscate means take from the person and does not include body searching the person or their clothing.
- 2.5.3 Any article confiscated must be handed over to a Police official as soon as possible. Also, the security supervisor and SM must be informed immediately and all information be recorded in the (OB). SO to provide detailed report on incident as soon as possible.

2.6 Exception for search

Any person lawfully in charge of the premises (including the Security Officer, but not limited to) who reasonably suspects that in any area of the premises that he/she is guarding contains:

- 2.6.1 Stolen goods
- 2.6.2 Dependence producing drugs
- 2.6.3 Arms or ammunitions
- 2.6.4 Explosives
- 2.6.5 Dangerous objects

May at any time (if a police official is not immediately available) enter the premises and search the premises and any person (or vehicle) thereon.

Note: Any of the above particles found must be handed over to a Police Official as soon as possible with the exception of 'explosives' and inform the local security supervisor and SM Secure the area containing the explosives to avoid disturbing them and risk danger to employees or other personnel. The relevant emergency numbers and procedures will apply.

2.7 Search with consent:

- 2.7.1 Searches with the consent of the person searched is permitted, such consent must be free and voluntary given and preferably in the presence of a witness. Unlawful searches by a Security Officer could result in civil action for damages in addition to criminal prosecution for assault.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S.M. Ruma Ntira

Initials of HOD AB

6 | Page

CONFIDENTIAL

26

CONFIDENTIAL

- 2.7.2 There should be a separate room or office (with a door) to conduct the search of a person. Search of any person must be made with due regard to decency and order. The search of women may only be conducted by a woman; males can only be searched by males. In all cases, of searching a person it is advisable for the Security Officer to have a witness. This incident should be recorded in detail in the OB and signed (initiated/ dated), by the searched person and witness.
- 2.7.3 Persons who refuse to be searched should be denied access to the premises and the matter be reported to the security division. Under no circumstances should the person be forced to submit to a search, should they refuse.
- 2.7.4 The Security Officer with regard to all the above rules/ regulations pertaining to person searches must conduct search of vehicles entering/ exiting the department premises.
- 2.7.5 The Security Officer must not only open the boot on a properly conducted search, but should have the vehicle pull off to the side and physically search the inside of the vehicle under seats and in hand baggage etc. Any refusals for searches must be recorded with enough applicable details to identify and contact the SM and/ or management. Vehicle searches are to be done if there are reasonable grounds or at random and/ or as prescribed by SM.
- 2.7.6 Any refusals for search should cause the Security Officer to be more alert to details regarding description of vehicle/ person and of any boxes/ briefcases/ equipment/ etc. inside (and visible in) the vehicle.
- 2.7.7 Refusal to search by employees and/or visitors must be recorded and processed according to the following standards:
- 2.7.7.1 An employee of the department who refuses to allow his/ her property (or vehicle) to be searched may be detained only if there are reasonable grounds for believing he/ she is in possession of department property.
- 2.7.7.2 Visitors who refuse the searching of their vehicles and/ his or her property cannot be arrested unless there are reasonable grounds to believe they are in unlawful possession of the department's property. However, force should not be used unless the Security Officer fears for his life or that of others. Where drivers refuse the search of vehicles entering departmental premises, must be denied access to the premises.
- 2.8 Action to be taken by the Security Officer whenever he has any doubts**
- 2.8.1 All department employees should be immediately reported to management, record all details and personal details as per ID in the OB entry.
- 2.8.2 Visitors should be reported to the SM and management (including vehicle registration number, if available) even though they may have left the premises.
- 2.9 Shift must be completed by all Security Officers in the same uniform method of procedure as described in the following:**
- 2.9.1 A Security Officer shall not leave his/ her post of duty unless his/ her relief has arrived.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S.M. R.M. D.M. Q.

Initials of HOD: M.A.

CONFIDENTIAL

CONFIDENTIAL

- 2.9.2 The Security Officer taking over must satisfy himself/ herself that all is in order before accepting full responsibility. He/ she must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order. He/ she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The Security Officer taking over duty must sign all appropriate registers thereby verifying that all is in order.
- 2.9.3 On site where Security Officers perform patrol duties, the Security Officer going off duty and the one reporting for duty will do one patrol together to ensure that all is in order before duty is handed over.
- 2.9.4 The Security Officer going off duty must stay and witness the Security Officer taking over. He/ she must make an entry in the OB stating his/ her name and that he/ she have handed over duty and full responsibilities to the new officer, stating his/ her name. He/ she must also state everything is in order and all equipment used is operational.
- 2.9.5 The replacement / next shift on must make an OB entry confirming that duty and responsibilities have been taken over. He/ she must also confirm that everything is in order and all equipment is on hand and operational.
- 2.9.6 Should the relief Security Officer not arrive, the Security Officer on duty must inform his/ her supervisors and make the necessary arrangements to be relieved. In this instance the Security Officer will remain on duty until such time as he/ she has been relieved.
- 2.9.7 The Security Officer is required to perform **patrol functions and access Control** at the department sites to be determined by the SM.
- 2.9.8 The Security Officer must ensure he/ she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking systems. All defects or tampering with these clocking systems must be reported to the security supervisor and the SM immediately. An appropriate OB entry must also be made.
- 2.9.9 All patrols and any irregularities must be recorded in the OB and reported to the security supervisor and the SM.
- 2.9.10 Security Officers on patrol must ensure that all persons encountered are visibly displaying the department ID's. The Security Officer must obtain identification or personal details of any individuals without visible department ID's. The situation will be resolved with the employee producing his/ her department ID or explaining why it is not available. If not available or the employee refuses to display the department ID, it must be recorded in the OB and reported to the SM as soon as possible.
- 2.10 Responsibilities of the Security Officer while on patrol are as follows:**
- 2.10.1 Observe; report (if possible) any/ all security breaches (for example – broken windows, broken doors gates broken, etc.) Report all incidents to the SM. Relevant OB entries to be made.
- 2.10.2 Recognize and report any signs of attempted and/ or successful unauthorized entries to the SM, record all details in OB for further reference.
- 2.10.3 Observe record and report any fire, electrical and/ or safety hazards to the SM and other relevant authorities. Where possible, immediately rectify those hazards.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M. R.M. M. A.

Initials of HOD

A.

8 | Page

CONFIDENTIAL

CONFIDENTIAL

- 2.10.4 Observe record and report any unauthorized persons/ vehicles on department's site.
- 2.10.5 Ensure all emergency entrances/ exits are not obstructed and are operational.
- 2.10.6 Ensure all security lights are functioning properly.
- 2.10.7 Ensure all fire hoses, extinguishers and smoke detectors have not been tampered with and report any defects to the SM. Record the relevant defects in the OB.
- 2.11 Communication and associated equipment to be provided by Service provider(s) are as follows:**
- 2.11.1 Whenever a location requires more than one-security post and/ or security patrols, the Service provider must provide two-way radio communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times.
- 2.11.2 Where possible, the department will provide telephones at all security posts to be used for official business only. Under no circumstances are the phones to be used for personal calls by the Security Officers or the Service provider's staff. The Service provider(s) will be responsible for any personal calls made by the Security Officers or their staff.
- 2.11.3 A phone call register must be maintained at all posts where there are telephones. All calls must be recorded in this register. Costs of all personal and non-work related calls will be recorded from the SP.
- 2.11.4 All Security Officers will be provided enough torches by the Service provider. The torches will be operational and on hand at all times.
- 2.11.5 Any equipment required will jointly be agreed upon by the Service provider(s) and the SM per site requirements. The Service provider(s) will provide all required equipment.
- 2.11.6 The Service provider(s) will provide proof that at least minimum wages per statutory requirements are being paid to all Security Officers. In addition, the Service provider(s) must provide (upon request of the SM) annual receipt of paying provisional taxes, as well as copies/proof of salary advices of security personnel.
- 2.11.7 Under no circumstances will the Service provider(s) or their employees be allowed to use the department assets (for example but not limited to photocopy machines, paper, staples, etc.). Without the written permission of the SM.

2.12 Contingency Plans

The Service provider(s) must have contingency plans to cover the following Scenarios:

- 2.12.1 Labour action / Strike by the Service provider(s) Security personnel.
- 2.12.2 Provision of extra Security Officers to assist department in the event of labour unrest/ strike situations at the department site.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M RVM DHQ

Initials of HOD

RA

9 | Page

CONFIDENTIAL

29

CONFIDENTIAL

- 2.12.3 Provision of extra Security Officers to assist the department in the event of ad hoc security related operations, e.g. ad hoc searching of all vehicles entering or leaving the Department premises, searching of a building, etc.
- 2.12.4 Detailed contingency plans will be agreed upon between the SM and SP. The number of Security Officers will also be agreed upon between the above parties. The SM will approve the contingency plan and staff component required.
- 2.12.5 The SM will safeguard the original contingency plan. The SP will keep copies. No alterations will be made to the contingency plan without all the mutual consent of parties mentioned above.

2.13 Protection Services

The Service provider will be required to provide protection services as and when required by the department. Protection services may include, **but are not limited to** the following:

- 2.13.1 Protection of the department site and premises.
- 2.13.2 Protection of assets, information and employees.
- 2.13.3 Provide escort/accompany the cashier to the bank when necessary.

2.14 Service Providers Personnel Obligations/Responsibilities.

Before commencing services at the department site, the SP will provide the SM with the following information and documentation:

- 2.14.1 List of managers/ supervisors who will authorize services being rendered on the site. This list will include office and after hours/ weekend telephone contact numbers.
- 2.14.2 No security officer will be removed from site without informing the Security Manager in writing with valid reasons.
- 2.14.3 All new security officers are subjected to security screening before commencing with their duties and must report to the Security Manager first.
- 2.14.4 List of Security Officers who will be working on a specific site. This list will contain the following information:
- ✓ Name
 - ✓ PSIRA registration number
 - ✓ PSIRA grading
 - ✓ Identification number
- 2.14.5 The above list to be updated whenever Security Officer(s) details referred to is change or any SO are replaced.
- 2.14.6 The Service Provider must submit the security clearance of the Area Manager and Supervisor within 14 days of appointment.

2.15 Guard huts / shelters and ablution facilities

- 2.15.1 The Service Provider must provide suitable guard huts/shelters for the Security Officers at all sites where physical security services are being rendered. The Service Provider will provide proper toilet facilities.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S.M. RM DMQ

Initials of HOD RE

10 | Page

CONFIDENTIAL

CONFIDENTIAL

2.16 Fire

- 2.16.1 When Security Officer(s) are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade and other emergencies. The Security Officer must inform the SP (or appointed delegate) and the SM. The SO must also be informed. The incident must be recorded in detail in the OB.
- 2.16.2 If it appears to be an extinguishable fire, then the Security Officer must first attempt to extinguish it before calling the SP and SM. Where there is more than one Security Officer on site, one should inform the relative parties mentioned above while the other(s) attempt to extinguish the fire. OB entries to be made for reference checks.
- 2.16.3 A full detailed report must immediately be provided by telephone to the SM of the incident.
- 2.16.4 It is imperative that the local emergency numbers are available at all security points. The SM will provide these numbers.
- 2.16.5 Where necessary a more detailed procedure will be provided in the relevant department sites.

2.17 Invoices and payments

- 2.17.1 Original invoices on company letterhead must be submitted on the 15th of each month for service rendered.
- 2.17.2 Original invoices for services rendered must be sent to the SM for certification and acknowledgement of receipt. After certification the SM must forward the certified invoices to the departmental procurement section for payment. The SM will forward proof of payment progress to the SP.
- 2.17.3 Payments to security SPs will be done in accordance with conditions stipulated in the contract document between the department and the successful security service provider(s).

2.18 General

- 2.18.1 The SM will provide the service provider(s) with a detailed list containing site addresses, contact persons names and telephone numbers of all sites where the service provider(s) will be required to render physical security services.
- 2.18.2 The SM will provide lockable facilities wherein the keys can be safeguarded whenever the Security Officers are required to perform key control functions.
- 2.18.3 Examples of security system are, but not limited to turnstiles, mantraps, CCTV cameras, security patrol clocking system, card readers, etc.
- 2.18.4 The service provider(s) will be responsible for immediately reporting any maintenance or repairs that need to be carried out at sites with access control security systems. SM and SP will mutually agree in writing on the reporting of reports to access control security systems.
- 2.18.5 The department will be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state of repair. The Security Officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the SM and logged in writing on the daily Incident reports.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S.M. R.M. S.M.

Initials of HOD AD

CONFIDENTIAL

- 2.18.6 The SM will be responsible for contract management to ensure that the service provider renders a security service in accordance with the signed contract and that the standard of service rendered is to the department's satisfaction.
- 2.18.7 Each site will have a SP supervisor who will be responsible for liaising with the SO. The security supervisor will also perform daily contract management duties in order to ensure the standard of service rendered is to Provincial Government's satisfaction. Where the security supervisor is unable to perform these duties, a suitable Department delegate will be appointed.
- 2.18.8 A suitable facility an office/room or procedures will be provided by the SM, where body searching can be conducted should it be necessary.
- 2.18.9 The SM will be responsible for repairing all security breaches (holes in fence, broken windows, non-functioning access control systems, etc.) reported within seven working days. Where these security breaches cannot be repaired within this time frame, the SM and SP must introduce contingency plans to ensure that no losses are suffered as a result of the security breach.
- 2.18.10 The department will ensure there is adequate security and terrain illumination on all sites. Recommendations or problems should be reported to the SP and/or the SM immediately in writing by the SO.
- 2.18.11 The SM will provide all security points with emergency contact telephone numbers. This will include the SM (or delegates) after hours contact telephone number list. The SM Office, home and cellular phone number will only be available to the SP'S management team and the SM (or delegate).
- 2.18.12 Where firearms (those of the department employees and visitors) are handed in at security points, the department will provide gun safes in which to safeguard firearms.
- 2.18.13 The department will provide patrol-clocking systems on particular sites.
- 2.18.14 The SP must ensure SO are in position of firearm permits and are trained, as per firearm control Act.
- 2.18.15 The appointed service provider must absorb the security guards already on site, except from supervisor level.

Note: There will be timeous monthly, quarterly and ad-hoc meetings with CoGHSTA and the appointed service provider.

3. THE DEPARTMENT'S OBLIGATIONS

3.1 Security job description

- 3.1.1 The SM will provide a detailed security job description, which will form part of the contract for each site where physical security services are required.
- 3.1.2 The SM and Service provider(s) will mutually approve the particular job descriptions. No alterations, deletions or additions may be made to the job descriptions without the SM's signature and approval. Permanent alterations to be rectified by means of signatures of all the above-mentioned parties.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

SM Rm DHQ

Initials of HOD

AS

12 | Page

CONFIDENTIAL

CONFIDENTIAL

- 3.1.3 Copies of the job description to be distributed as follows:
✓ Original : Security Manager
✓ Copies : One at each security point/sites - Service Provider
- 3.1.4 Job descriptions will be reviewed on a regular basis. Any proposed amendments will be negotiated with the SM and the SP.
- 3.1.5 Once the amendments have been agreed upon by all the above, they will be ratified by signatures to the relevant document. The SM has final approval of all amendments. Copies of the amended job description will be forwarded to all the relative role players, including Supply Chain Management as per paragraph 8.
- 3.1.6 The SM will decide which site registers will be required.
- 3.1.7 The types of registers may include, but are not limited to the following: occurrence books (OB), visitor registers, after hour's registers, vehicle registers, firearm registers, vehicle and/or person search registers, key registers, etc.
- 3.1.8 The job description will contain, but not be limited to the following information:
- 3.1.8.1 Type of site where security service is required.
- 3.1.8.2 Hours of duty for which security service is required.
- 3.1.8.3 Type of security service required, e.g. access control, static guarding, patrols, protection
- 3.1.8.4 Grade of guard e.g. Grade D or above.
- 3.1.8.5 Dress code e.g. combat or corporate type of uniform
- 3.1.8.6 Detailed description of what security functions the Security Officer(s) are required to perform
- 3.1.8.7 Details of any site special requirements, i.e. verifying if offices are locked, checking fire hoses and extinguishers are not missing or broken, access controls functioning properly, etc.
- 3.1.8.8 List of registers to be maintained
- 3.1.8.9 Security Officers functions in the event of an emergency
- 3.1.8.10 Whether the Security Officer should be armed or not.
- 3.1.8.11 Whether two-way radios or remote panic buttons are required.
- 3.1.9.12 The types and number of firearms required.
- 3.1.9.13 Any other site specific requirements designated by the Department.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M Rvm  

Initials of HOD



13 | Page

CONFIDENTIAL

CONFIDENTIAL

3.2 Hours of duty

The department reserves the right to change the duty hours to suit its requirements. Changes to duty hours will be conveyed to the Service provider at least 1 (one) week prior to the change being implemented. In case of an emergency, the matter will be handled in a manner to be agreed upon between the SM and the Service provider.

4. SECURITY SPECIFICATION FOR QUEEN MODJADJI

Department / Area	Number of Guards per shift and their Grades.		Armed / Unarmed	Total number of Security Guards
	Day Shift	Night Shift		
Official residence of Queen Modjadji Ga-Modjadji	3 Armed Grade D Security Guards;	3 Armed Grade D Security Guards;	2 Armed Grade D Day and Night Shifts	10 Security Guards
Queen Modjadji Official Place of Work Ga-Modjadji	2 Armed Grade Security Guard. 12 Hour Shift	2 Armed Security Guard 12 Hour Shift	1 Armed Grade D Day and Night Shifts	

EQUIPMENT AND REGISTERS THAT MUST BE PROVIDED BY THE SECURITY SERVICE PROVIDER

Equipment for both the Official Residence and Place of Work

5 x 9 MM Pistols with 8 rounds of bullets each Pistol;
 10 x Pairs of Handcuffs;
 5 x Baton Sticks;
 10 x Whistles;
 10 x Rain Suits;
 5 x Torches with chargers and rechargeable batteries &
 5 x Two-way radios.
 2 x Company Cell phone with R 300.00 Airtime per month for both sites.

Registers for both the Official Residence and Place of Work

2 x Occurrence Book;
 2 x Afterhours Register;
 2 x Vehicle register;
 2 x Government vehicle register;
 2 x Visitors register &
 2 x Firearm register.

Grade D Security Officers = 10

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members: S-M Rm SHQ

Initials of HOD: RA

14 | Page

CONFIDENTIAL

CONFIDENTIAL

5. BID EVALUATION CRITERIA

This Bid will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and related regulations as follows:

The bid will be evaluated in four phases namely:

- Phase 1: Administrative Compliance and Bid Conditions
- Phase 2: Technical/Functionality Evaluation.
- Phase 3: Price and B-BBEE Status of Level of Contributor.
- Phase 4: Physical site inspection.

5.1 PHASE 1: Administrative Compliance and Bid Conditions

The following returnable documents and requirements must be adhered to and be provided in the proposals; failure to comply will result in an offer being disregarded and not considered for further consideration.

- 5.1.1 Proof of Company Registration (CK) must be submitted.
- 5.1.2 Grade A or B (PSIRA) certificate for all directors, all members of close corporations, all partners if the applicant is a partnership, all trustees, all administrators, if the applicant is a foundation, any person performing executive/management functions if the applicant is a sole proprietor.
- 5.1.3 Original certified copies of Identity documents of members/directors not older than six months.
- 5.1.4 Certificate of Compliance as proof of registration for Unemployment Insurance Fund issued by Department of Labour.
- 5.1.5 Valid Letter of Good Standing for Compensation for Occupational Injuries and Diseases issued by Department of Labour as proof of registration.
- 5.1.6 Valid letter of Good Standing from PSIRA for the Company.
- 5.1.7 Price proposals must be submitted on the company letter head, a breakdown of the price must indicate the following:
 - ✓ Prices should be indicated per year 1, 2 and 3.
 - ✓ Total bid prices on Company's letterhead must be submitted.
 - ✓ Prices should include all yearly increases as the Department will not allow any increases after appointment.
 - ✓ Price should include VAT
 - ✓ Cost breakdown per year on Company's letterhead should be submitted.
 - ✓ Prices must be guided by PSIRA contract pricing structure (Area 3) as well as Sectorial Determination 6 of Private Security Sector as published in government gazette.
- 5.1.8 Completed and signed Compulsory Standard Bid Documents (SBD1, SBD4, SBD8 and SBD9) which form part of the tender document.
- 5.1.9 Submission of the SBD 3.2 form is not mandatory, but failure to complete will result in the Department relying on the price proposal as in 5.1.7.
- 5.1.10 Submission of the SBD 6.1 form is not mandatory, but failure to fully complete or submit same will result in zero B-BBEE points.
- 5.1.11 Closing time for all bids is 11h00 on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted and/or considered.
- 5.1.12 Bids submitted through e-mail or fax will not be considered.
- 5.1.13 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number and closing date.
- 5.1.14 Bidders should make use of the prescribed bid documents. Do not retype or copy.
- 5.1.15 Use of tippex is prohibited.
- 5.1.16 No amendments without initializing will be accepted.
- 5.1.17 The department will not enter into a contract with service providers who are not registered on the Centralized Supplier Database (CSD).
- 5.1.18 Deviation from Specifications/Terms of Reference is not permitted.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

C.M. R.M. N.H.

Initials of HOD

RA

15 | Page

CONFIDENTIAL

CONFIDENTIAL

5.2 Phase 2: Technical / Functionality Evaluation

100% (80 points) will be allocated for technical requirements in accordance with the following rating scale:

1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

With regard(s) to functionality the following criteria will be applicable and the maximum weight of each criterion is indicated hereunder:

Criteria A: Tenderer's experience		Points
Demonstrate the experience in Security Management: (Attach letter of appointment with contracts that indicates the start and end date. All these should be on the letterhead(s) of institutions where the work was completed).	Security Industry experience 5 years and more = 5 = 40 points 4 and more but less than 5 years = 4 = 30 points 3 and more but less than 4 years = 3 = 25 points 2 and more but less than 3 years = 2 = 20 points 1 and more but less than 2 years = 1 = 10 points	40
List of previous Security Industry: (Attach contracts on the letterhead(s) of institutions where the work was completed indicating:- Contracts completed: ✓ Amount ✓ Period	Previous contracts total amount R2m and more = 5 = 40 points R1.6m and more but less than R2m = 4 = 30 points R1.2m and more but less than R1.6m = 3 = 25 points R600 000.00 and more but less than R1.2m = 2 = 20 points R300 000.00 and more but less than R600 000.00 = 1 = 10 points	40
GRAND TOTAL		80

IMPORTANT NOTE:

A bid which scores less than sixty percent (60%) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.

5.3 Phase 3: Price and B-BBEE Status of Level of Contributor

The adjudication of this bid will be based on the 80/20 point scoring system.

5.3.1 Price

Price will be allocated 80 points.

5.3.2 B-BBEE Status Level of Contributor

BBBEE Status Level will be allocated 20 points.

In terms of the Preferential Procurement Regulations of 2017, the 80/20 preference points system is applicable for the acquisition of goods or service for rand value equal to or above R30 000 and up to R50 million.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M. R.M. D.H.A.

Initials of HOD

A.A.

16 | Page

CONFIDENTIAL

36

CONFIDENTIAL

The 20 points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below:

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

The points scored by a tenderer in respect of the B-BBEE status level of contribution will be added to the points scored by the said tenderer for price.

5.4 Phase 4: Physical site inspection

Premises of all Service Providers shortlisted will be inspected by Departmental staff members to ensure their existence. (The Department must be informed in writing should service provider(s) change its office address).

The shortlisted bidders' references will be inspected to verify the quality of service rendered. This inspection will be against the list of previous similar projects provided on Phase 2. The following must be adhered to: failure to comply will result in your offer not being considered for appointment:

- 5.4.1 Base radio and/or communication equipment (two way radios, cell phones etc.), hand held security scanners, computer with printer, chairs and tables.
- 5.4.2 Relevant security equipment must be available during site inspections (number of firearms with firearm licenses, firearm safes mounted on brick wall for safe keeping of firearms, bullet proof vests, Hand cuffs, baton sticks, torches with chargers and rechargeable batteries, whistles).
- 5.4.3 Relevant security registers (occurrence books, vehicle registers, visitors' registers, asset/property registers, company firearm registers, firearm permit books, after hour register, incident register, pocket books for Security Officers).
- 5.4.4 Relevant security uniforms in stock (corporate or combat uniforms, rain suits) not only on display dolls.
- 5.4.5 Vehicles registered in the company name with proof of registration documents.

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

S.M. Dym D.H.A.

37

Initials of HOD

AB

17 | Page

CONFIDENTIAL

CONFIDENTIAL

6. SUBMISSION PROCEDURE

All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:

The Chief Director
Supply Chain Management
Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X9485
Polokwane
0700

7. ENQUIRIES

Should additional information or clarification be required regarding the terms of reference before the closing date of bid, contact may be made through telephone or email with the following officials:

NAME	TELEPHONE	EMAIL ADDRESS
Technical Enquiries		
Jansen EP	015 284 5000 ext. 5403	JansenEP@coghsta.limpopo.gov.za
Administrative Enquiries		
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Masenya JT	015 294 2310	MasenyaJT@coghsta.limpopo.gov.za
Masemola SS	015 294 2024	MasemolaSS@coghsta.limpopo.gov.za

DEPARTMENTAL BID SPECIFICATION COMMITTEE SIGNATURES

Secretariat : 
Chairperson : 
Deputy Chairperson : 
Member : 
Member : 
HOD : 

Terms of reference for the appointment of service provider for rendering private security services at Queen Modjadji for the department of Co-operative Governance Human Settlements and Traditional Affairs for a period of thirty-six (36) months from 2021/22 until 2023/24 financial years.

Initials of DBSC members:

RNM SM



Initials of HOD



18 | Page

CONFIDENTIAL



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

39

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.

40

TABLE OF CLAUSES

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

41

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

42

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

43

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.

44

7. Performance security

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

8. Inspections, tests and analyses

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

45

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;

46

- (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

47

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

48

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

49

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

50

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

51

- (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.

52

- 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)

53