



higher education  
& training  
Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA



**BID DOCUMENT: APPOINTMENT OF SERVICE PROVIDER  
TO PROVIDE SECURITY SERVICES TO TSHWANE NORTH  
TVET COLLEGE FOR THE FOLLOWING CAMPUSES:**

**SOSHANGUVE NORTH, SOSHANGUVE SOUTH, ROSSLYN  
AND TEMBA, FOR A PERIOD OF 36 MONTHS**

**BID NO: TNC/SS/18/2022**

**CLOSING DATE: 18 AUGUST 2022**

**TIME: 11:00**

**Issued by:**

Tshwane North TVET College  
Cnr Pretorius and Kgosi Mampuru  
Streets  
Pretoria  
0001

**Delivery Address:**

Bid Box (Central Office)  
Cnr Pretorius and Kgosi Mampuru  
Streets.

**Inquiries: Procurement Processes**

**Ms. Norah Bidzha**

Tel: 012 401 1641

[norah.bidzha@tnc.edu.za](mailto:norah.bidzha@tnc.edu.za)

**Technical Enquiries**

Mr. Elias Mbokane

Tel: 012 401 1984

[Elias.mbokane@tnc.edu.za](mailto:Elias.mbokane@tnc.edu.za)

NAME OF TENDERER: \_\_\_\_\_

TOTAL AMOUNT R \_\_\_\_\_ (incl.

NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STAT-

Initials: \_\_\_\_\_

<b>Bid number</b>	<b>TNC/SS/18/2022</b>	
<b>Date issued</b>	<b>20 July 2022</b>	
<b>Tender closing date</b>	<b>18 August 2022</b>	<b>Time:11h00</b>
<b>Validity Period</b>	<b>90 Days</b>	

<b>Company Name</b>		
<b>Address</b>		
<b>Contact person</b>	Mr./Mrs./Ms./Dr/Prof.	
<b>Contact numbers</b>	(w)	(Cell)
<b>Email address</b>		

## **BIDDING DOCUMENT**

<b>SBD 1</b>	<b>Invitation to Bid</b>
<b>RFP</b>	<b>Request for Proposal: Terms of Reference</b>
<b>ANNEXURE A</b>	<b>Evaluation Criteria</b>
<b>FORM A</b>	<b>Pricing Submission &amp; declaration</b>
<b>ANNEXURE B</b>	<b>Pricing Schedule and Costing Module</b>
<b>SBD 4</b>	<b>Declaration of Interest</b>
<b>SBD 6.1</b>	<b>Preference Points Claim Form in Terms of Preferential Procurement Regulations 2017</b>
<b>SBD 8</b>	<b>Declaration of Bidder's Past SCM Practices</b>
<b>SBD 9</b>	<b>Certificate of Independent Bid Determination</b>
<b>GCC</b>	<b>Government Procurement General Conditions of Contract 2010</b>

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## LIST OF ACRONYMS

BAC	Bid adjudication committee
BEC	Bid Evaluation Committee
BBBEE	Broad-based Black Economic Empowerment
B-BBEE Act	Broad –Based Black Economic Empowerment Act
BEE	Black Economic Empowerment
CFO	Chief Finance Officer
CPAR	Joint Country Procurement Assessment Review
EME	Exempted Micro Enterprise
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
QSE	Qualify Small Enterprise
SAQA	South African Qualifications Authority
SANAS	South African National Accreditation System
SCM	Supply Chain Management
SCOPA	Standing Committee on Public Accounts
SMME	Small, Medium and Micro Enterprise
PSIRA	Private Security Industry Regulatory Authority

**FORM A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (TSHWANE NORTH TVET COLLEGE)					
BID NUMBER:	TNC/SS/18/2022	CLOSING DATE: 18 August 2022		CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES TO TSHWANE NORTH TVET COLLEGE FOR THE FOLLOWING CAMPUSES: SOSHANGUVE NORTH, SOSHANGUVE SOUTH, ROSSLYN AND TEMBA, FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tshwane North TVET College					
Cnr Pretorius and Kgosi Mampuru					
Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Norah Bidzha		CONTACT PERSON	Elias Mbokane	
TELEPHONE NUMBER	012 401 1641		TELEPHONE NUMBER	012 401 1984	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:norah.bidzha@tnc.edu.za">norah.bidzha@tnc.edu.za</a>		E-MAIL ADDRESS	<a href="mailto:Elias.mbokane@tnc.edu.za">Elias.mbokane@tnc.edu.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> 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?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> 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

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM(SBD7).</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....



## **TERMS OF REFERENCE:**

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES TO TSHWANE NORTH TVET COLLEGE FOR THE FOLLOWING CAMPUSES:

SOSHANGUVE NORTH, SOSHANGUVE SOUTH, ROSSLYN AND TEMBA, FOR A PERIOD OF 36 MONTHS

### **1 AIM**

The Tshwane North TVET College (TNC) invites service providers that can render security services in Four (04) delivery sites of the Tshwane North TVET College.

The bidder is requested to submit its proposal, in writing, by the date specified on the cover page. Any inquiries in relation to this bid must be directed for the attention of Ms. Norah Bidzha using the contact information as provided on the cover page.

By submitting a proposal in response to this bid or participating in this bid process, the Bidder accepts that it is bound by all terms and conditions contained in this Bid document.

### **2 BACKGROUND**

Tshwane North TVET College is at a stage of sourcing service providers for security services for a period of three (3) years.

The Tshwane North TVET College (TNC) is one of the biggest TVET Colleges in South Africa, offering Vocational and Occupational Programmes aimed at providing skills to the youth of South Africa. The College enrolls approximately 20 000 (Twenty thousand) students with about 600 (six hundred) staff members. Tshwane North TVET College is strategically located in the Tshwane capital city of South Africa with 6 campuses: Pretoria (CBD), Rosslyn, Soshanguve South, Soshanguve North, Temba (Hammanskraal) and Mamelodi. The Central Office (Administration head office) is situated in the Tshwane CBD.

### **3 TECHNICAL AND SERVICE DESIGN**

#### **3.1. SCHEDULE OF SERVICES TO BE PROVIDED AT VARIOUS SITES OF TNC**

##### **3.1.1. Security Services**

The service provider is required to render security services for four (04) delivery sites of the Tshwane North TVET College.

### **4. DETAILED DESCRIPTION**

4.1	<p>a) The rendering of a Security services for a period of 36 months to Tshwane North TVET College premises.</p> <p>b) Rendering of continuous 24hours per day, 7 days per week security services (including weekend and public holidays).</p> <ul style="list-style-type: none"> <li>• Day Shift between (06h00-18h00)</li> <li>• Night shift (18h00-06h00)</li> </ul> <p>c) The successful bidder shall, at its own cost, maintain public liability insurance for its own staff against accident, injury, or death. Guards must be inspected once per day and night (weekends and public holidays included) by the security service provider or their representative and TNC delegated officer are to keep records of such visits.</p> <p>d) Guards must be inspected once per day and night (weekends and public holidays included) by the security service provider or their representative and TNC delegated officer are to keep records of such visits.</p> <p>e) The bidder must have at least Five (5) years' experience in rendering a security service.</p> <p>f) Recording all security related incidents/occurrences in relevant security register.</p> <p>g) TNC reserves the right to screen/vet security personnel in the employ of the security service provider to verify their registration status with Private Security Industry Regulatory Authority (PSIRA).</p> <p>h) No information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.</p> <p>i) Supervisor and security officers are prohibited from unauthorised handling, reading or removal of documents or records in TNC offices.</p> <p>j) Patrolling the premises, recording and report security breaches /incidents</p> <p>k) Participation in the EMERGENCY EVACUATION PLAN of the college</p> <p>l) Managing of areas where construction is underway, or contractors are at work</p> <p>m) The supervisor and officers must be physically and mentally fit for the execution of their duties.</p> <p>n) Escorting examination officials when moving answer books and exam question papers from one venue to the other.</p> <p>o) Recording all security related incidents/occurrences in relevant security registers</p> <p>p) In the event where theft, burglary, trespassing and any other criminal activities occur under the watch of the service provider, the service provider will be responsible in opening the case with the South African Police Services</p> <p>q) All employees must be registered as Security Officers in term of sections 10(1)(b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act,2001(Act 56 of 2001)</p> <p>r) All employees must be trained according to the training as prescribed by the Private Security Industry Regulatory Authority.</p> <p>s) The bidder must be in compliance with Covid 19 Regulations and Protocols.</p> <p>t) The bidder must be in compliance with the following regulation:</p> <ul style="list-style-type: none"> <li>- Constitution of Republic of South Africa,1996(Act 106 of 1996)</li> <li>- Protection of Information Act,1982 (Act no 84 of 1982)</li> <li>- Promotion of administrative Justice Act,2000(Act 3 of 2000)</li> <li>- Criminal Procedure Act,1977 9Act 51 of 1977)</li> <li>- Private Security Industry Regulations Act,2001 (Act 56 of 2001)</li> <li>- Control of Access to Public Premises and Vehicle Act,1985(Act 53 of 1985)</li> <li>- Trespass Act,1959(Act 6 of 1959)</li> <li>- Information Act,1995(66 of 1995)</li> <li>- Employment Equity Act,1998(Act 55 of 1998)</li> <li>- Fire-arms Control Act,2000(Act 60 of 2000) and regulations and regulation</li> </ul>
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**Note: Should there be any updated version of any stated regulation or standard in the document; the update version shall be applicable in practice until further notice**

#### 4.1 Security Equipment's

The security company must provide the following Equipment's

- Access Control Registers of forms, Occurrence Book, Visitors Register, Firearms, Laptop register and security officer's attendance register
- Visitors' cards
- Duty Rosters
- Posting sheet

The following items are for each Guard

- Whistles
- Pocket Book
- Pens

The following items is per Campus

	Soshanguve South	Soshanguve North	Rosslyn	Temba	Totals
<b>Baton Sticks</b>	2	2	2	2	08
<b>Handcuffs and Pouches</b>	2	2	2	2	08
<b>Torches</b>	3	3	3	3	12
<b>Base Radios</b>	1	1	1	1	04
<b>Two-way Radios</b>	3	3	3	3	12
<b>Metal detector</b>	2	2	2	2	08

Security Operations Manager:

- 1 x Grade A with a registered firearm

#### 4.2 Student and Labour unrest at the site (Ad Hoc services)

When the service is interrupted or temporarily deferred because of Student and labour unrest, labour dispute, civilian disorder, local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.

Security officers deployed for monitoring and control of strike must at least possess equipment but not limited to the following:

- Helmet (with face shield)
- Body and shoulder protection
- Thigh and groin protector
- Knee and shin guards
- Arm protectors
- Riot gloves/combat assault gloves
- Baton/pepper spray
- Stunt guns
- Security officers must be trained in close combat, riot and crowd control and equipment

## Reference Data:

Detailed outline of Security personnel required onsite

### SOSHANGUVE NORTH CAMPUS:

DAY SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUNDAYS	HOLIDAYS
Male Security Supervisor	B	1	1	1	1	1	1	0	0
Male Security Officers	C	2	2	2	2	2	2	2	2
Female Security Officers	C	3	3	3	3	3	3	3	3
TOTAL SECURITY PER DAY	ALL GRADES	6	6	6	6	6	6	5	5

NIGHT SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUN	HOLIDAYS
Male Security Supervisor	B	1	1	1	1	1	1	1	1
Male Security officers	C	5	5	5	5	5	5	5	5
TOTAL SECURITY PER NIGHT	ALL GRADES	6	6	6	6	6	6	6	6

**TOTAL SECURITY: - MONDAY TO SATURDAY - PER 24 HOURS SHIFT (12 SECURITY OFFICERS).**

**TOTAL SECURITY: - HOLIDAYS & SUNDAYS - PER 24HOURS SHIFT (11 SECURIY OFFICERS).**

**SOSHANGUVE SOUTH CAMPUS: PROPOSED SECURITY COMPLIMENT.**

DAY SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUNDAYS	HOLIDAYS
-----------	-------	-----	-----	-----	------	-----	-----	---------	----------

Male Security Supervisor	B	1	1	1	1	1	1	0	0
Security officers	C	2	2	2	2	2	2	2	2
Female Security Officers	C	3	3	3	3	3	3	3	3
TOTAL SECURITY PER DAY	ALL GRADES	6	6	6	6	6	6	5	5

NIGHT SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUN	HOLIDAYS
-------------	-------	-----	-----	-----	------	-----	-----	-----	----------

Security Supervisor	B	1	1	1	1	1	1	1	1
Male Security officers	C	5	5	5	5	5	5	5	5
TOTAL SECURITY PER NIGHT	ALL GRADES	6	6	6	6	6	6	6	6

**TOTAL SECURITY: - MONDAY TO SATURDAY - PER 24 HOURS SHIFT (12 SECURITY OFFICERS).**

**TOTAL SECURITY: - HOLIDAYS & SUNDAYS - PER 24HOURS SHIFT (11 SECURITY OFFICERS).**

**ROSSLYN CAMPUS: PROPOSED SECURITY COMPLIMENT.**

DAY SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUNDAYS	HOLIDAYS
-----------	-------	-----	-----	-----	------	-----	-----	---------	----------

Male Security Supervisor	B	1	1	1	1	1	1	0	0
Male Security officers	C	2	2	2	2	2	2	2	2
Female Security Officers	C	2	2	2	2	2	2	2	2
TOTAL SECURITY PER DAY	ALL GRADES	5	5	5	5	5	5	4	4

NIGHT SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUN	HOLIDAYS
-------------	-------	-----	-----	-----	------	-----	-----	-----	----------

Security Supervisor	B	1	1	1	1	1	1	1	1
Security officers	C	2	2	2	2	2	2	2	2
Female Security Officers	C	2	2	2	2	2	2	2	2
TOTAL SECURITY PER NIGHT	ALL GRADES	5	5	5	5	5	5	5	5

**TOTAL SECURITY: - MONDAY TO SATURDAY - PER 24 HOURS SHIFT (10 SECURITY OFFICERS).**

**TOTAL SECURITY: - HOLIDAYS & SUNDAYS - PER 24HRS SHIFT (09 SECURITY OFFICERS).**

**TEMBA CAMPUS: PROPOSED NEW SECURITY COMPLIMENT.**

DAY SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUNDAYS	HOLIDAYS
Male Security Supervisor	B	1	1	1	1	1	1	0	0
Male Security Officer	C	4	4	4	4	4	4	2	2
Female Security Officers	C	3	3	3	3	3	3	4	4
TOTAL SECURITY PER DAY	ALL GRADES	8	8	8	8	8	8	6	6

NIGHT SHIFT	GRADE	MON	TUE	WED	THUR	FRI	SAT	SUN	HOLIDAYS
Security Supervisor	B	1	1	1	1	1	1	1	1
Security officers	C	7	7	7	7	7	7	7	7
TOTAL SECURITY PER NIGHT	ALL GRADES	8	8	8	8	8	8	8	8

**TOTAL SECURITY: - MONDAY TO SATURDAY - PER 24 HOURS SHIFT (16 SECURITY OFFICERS).**

**TOTAL SECURITY: - HOLIDAYS & SUNDAYS - PER 24HRS SHIFT (14 SECURITY OFFICERS).**

**Please note: The number of security officer indicated above is the reflection of Tshwane North TVET College current requirements. TNC reserve the right to increase or decrease the number of security officers as and when security requirements change**

#### 4. PAYMENT

- 5.1 Invoices should be invoiced on a monthly basis. Please indicate the order number on the invoice as well as the specific campus. Each campus and each type of service should be invoiced separately.
- 5.2 All job cards/pod's should be signed off by the identified TNC representative and attached to the relevant invoice. If the job card is not signed off by the TNC representative, or not attached to the invoice, the invoice will not be paid and be referred back to the service provider.
- 5.3 The Service Provider must ensure that an identified member of TNC accompany those who visit delivery sites/campuses for confirmation of services before sign-off.
- 5.4 The Service Provider to notify the office of the Head of Department: Infrastructure Development immediately if any problems are experienced.
- 5.5 **Furthermore, the College requires that such an exercise to be carried out to all delivery sites as listed below:**
  - a. Soshanguve North (1973 Phirima Road, Block G, Soshanguve)
  - b. Soshanguve South (College Road, Block I, Soshanguve)
  - c. Temba (3744 Jubilee Road, Temba, O407)
  - d. Rosslyn (Ernest Oppenheimer Street, Rosslyn)

#### 5. SPECIFIC CONDITIONS REGARDING OFFER

- 6.1 Tenderers may not tender for a specific campus (Partial completion of the documentation required in respect of any one campus will result in disqualification of your proposal).
- 6.2 Information given during the Information Session is meant to assist Service Providers in order to submit a meaningful proposal.
- 6.3 The Evaluation Panel shall select Service Provider/s on the basis of a ranking which will be determined in accordance with the evaluation criteria described in this bid document, for approval by the Accounting Officer and Council of TNC. In particular, the following should be noted:
- 6.4 Detailed evaluation results and Tenderer ratings shall not be published.

#### 6. ADDITIONAL CONDITIONS

- 7.1. All prices must be inclusive of VAT.
- 7.2. All payments will be made in accordance with General Conditions Regarding of Offer".
- 7.3. TNC does not commit to pay any costs incurred by any preferred tenderer or Service Provider in the negotiations with TNC, nor any costs incurred by any preferred tenderer or Service Provider in submitting a price, technical, or other revisions of their proposals as may result from negotiations.

Every bid submitted must remain open for a period of ninety days (90) days from date of closure and may be accepted at any time during the said period of ninety days (90) days.



## **7. PERSONNEL**

### **8.1. Identification**

The Contractor will issue their staff with personal identification tags and/or ID cards at the Service Provider's cost. It will be the responsibility of the Service Provider to ensure that all personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to satisfying the foregoing, staff failing to display their identification tags may be removed from the site. The Service Provider must take responsibility for handing over the cards for deactivation by the College in cases where staff is no longer in the service of the Service Provider or at the expiry of the contract. Cards lost shall be replaced and cost charged to the service provider. The service provider shall take full responsibility for contravening this requirement.

- 8.1.1. The contractor must provide the security personnel required for successful rendering of the services as follows:
- Area Manager/ Supervisor will provide monitoring of performance to the site and gives overall management to the Security Officer deployed from time to time
  - First level Security Supervisor (Security Officer Grade B) are the persons exercising complete supervision and control over security staff at a site where security services are rendered by the Contractor.
  - Security officers Grade C is the person who shall execute the physical security services (access control and patrols).

## **8. COMPLAINTS REGISTER**

- 9.1. Complaints could be conveyed in writing, verbally, telephonically or electronically. The Service Provider will be expected to resolve the problem and respond to the requests/complaints in a timely fashion. The Service Provider will reply to requests or complaints in writing, informing the complainant or person responsible of how issues will be addressed and within which timeframe issues will be resolved.
- 9.2. Employees of the Service Provider shall not idle about aimlessly or use the seating in the public areas for relaxation;
- 9.3. The Service Provider shall ensure fair labour practice by complying with the industrial relations and personnel policies of TNC, where they do not breach the parties' joint labour practices;
- 9.4. The employees of the Service Provider who are required to be on or in the College premises shall at all times be neatly and appropriately attired to the satisfaction of the TNC Contract Manager.
- 9.5. Employees of the Service Provider or shall be clearly identifiable by means of their uniforms or badges.

## **9. VESTED INTEREST**

Parties participating in this offer need to declare any vested interest they may have in Tshwane North TVET College. Statement provided for in the Form of Offer must be completed and signed.

## **10. PARTICULARS TO BE INCLUDED ON THE SUPPLIER'S INVOICE**

The following information must be included on the successful contractor's invoice:

- Date of Invoice;
- Company name;
- Company address;
- Company VAT number;
- Company CSD number;
- Invoice number;
- Order number
- Description of goods & services
- All invoices must be addressed to: Tshwane North TVET College,

## **11. ORDERS**

**Supplier shall deliver services only upon receipt of a written official order from TNC and accounts shall be rendered as indicated on the official order or in the contract.**

## **SECTION A: INTRODUCTION, LEGISLATION, AND EVALUATION CRITER**

### **1 LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and contracts animating there from will be subject to the General Condition of Contract (GCC) issued in accordance with treasury Regulation 16A published in terms of the Public Finance Management Act, 1999(Act 1 of 1999), The Special Condition of Contract (SCC) are supplementary to that of the GCC where, however, the SCC are in conflict with the GCC the SCC prevail.

#### **1.1 Tax Legislation**

- 1.1.1 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangement have been made with SARS to meet the bidder's tax obligations.
- 1.1.2 The Tax Compliance status requirements is also applicable to foreign bidders/individuals who wish to submit bids.
- 1.1.3 Bidders are required to be registered on the CSD and TNC shall verify the bidder's tax compliance status through the CSD.
- 1.1.4 Where Consortia/ Joint Ventures /Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

### **2 Procurement Legislation**

The TNC has a detailed evaluation criteria premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act,1999(Act, No 1 of 1999), the Preferential Procurement Policy Framework Act 2000(Act No 5 of 2000) and the Broad based Black Economic Empowerment Act,2003 (Act, No.53 of 2003)

#### **Technical legislation and/ or Standards**

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

### **3 BRIEFING SESSION**

No briefing session will take place. For any other technical clarity contact Mr. Elias Mbokane on 012 401 1984 email address elias.mbokane@tnc.edu.za

### **4 TIMELINES OF THE BID PROCESS**

The period of validity of bid after the closing date and time is 90 days. The project timeframe of this bid are set out below

<b>Date issued TNC website</b>	<b>20 July 2022</b>
<b>Tender closing date</b>	<b>18 August 2022 Time:11h00</b>
<b>Validity Period</b>	<b>90 Days</b>

All the dates and times in this bid are South African standards time.

Any time or date in this bid is subjected to change at the TNC discretion. The establishment of a time or date in this bid does not create an obligation on the part of the TNC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder requirements of this otherwise will apply equally to the extended deadline.

## **5 CONTACT AND COMMUNICATION**

- 5.1** All communication between bidder(s) and TNC must be done in writing
- 5.2** All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the bidding process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.
- 5.3** The TNC will communicate in writing with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

## **6 LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration, and where practicable, will be returned unopened to the bidder.

## **7 LIABILITY**

- 7.1** The Contractor will be held liable for any damages or loss suffered by the State, as result of the Contractor's own or his employee's negligence or intent, which originated at the site.
- 7.2** The state will be liable for the loss or damage of any nature to any of the Contractor's properties or items kept at the State's sites, in case where the loss originated as a result of negligence or intent on the part of the State.
- 7.3** The State is indemnified against any liability, compensation, or legal expenses in
- 7.4** Respect of the following cases, whereas the Contractor will be notified in writing of the particulars of each claim he is liable for:
- 7.5** Loss of life or injuries, which might be, sustained by the security personnel during the execution of their duties.
- 7.6** Damages to or destruction of any equipment or property of Contractor during the execution of their duties.
- 7.7** Any claims and legal costs which might ensue from the failure by, or acts committed by the security personnel against third person, which acts include illicit frisking, illicit arrests and other illicit or wrongly deeds.

## **8 INSURANCE**

- 8.1** The contractor must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damages ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement

- A copy of such insurance contract must be handed to the TNC representative on commencement of the services.
- Evidence that such insurance premiums have indeed been paid, must be furnished with the commencement of the contract and thereafter quarterly to the TNC Representative**

## **9. COUNTER CONDITIONS**

**9.1** Bidder(s) attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidder may result in the invalidation of such bids.

**9.2** The TNC reserve the right to change any information in, or to issue any addendum to this bid before the closing date and time.

**9.3** If the TNC exercise its rights to change information in terms of the above clause, it may seek emended bid documents from all bidders.

## **10. FRONTING**

The TNC supports the spirit of broad based economic empowerment and recognizes that real empowerment can only be achieved through individuals and business conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the TNC condemns any form of fronting.

## **11. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of (36) months. The contract will come into effect from the date of the approval by principal of Tshwane North TVET College.

## **12. SUPPLIER DUE DILIGENCE**

The TNC reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period.

## **13. SUBMISSION OF PROPOSALS**

**13.1** Bid documents may either be placed in the tender box OR couriered to the aforesaid address on or before the closing date and time.

**13.2** Bid documents will only be considered if received by the TNC on or the closing date and time, regardless of the method used to send or deliver such documents to the TNC.

**13.3** Bidder(s) are requested to initial each page of the tender document on the space provided on each page.

## **14. EVALUATION AND SELECTION CRITERIA**

**14.1** Tshwane North TVET College has set minimum standards that bidder needs to meet in order to be evaluated and selected as successful bidder. The minimum standards consist of the following:

<b>Stage 1:</b> Mandatory and other bid requirements	Bidder must submit all documents as outlined in paragraph below
<b>Stage 2:</b> Capacity and Capability	Bids will be assessed to verify bidder capability and ability to execute the contract.  Evaluation criteria stipulated in <b>Annexure A</b> . Only the bidder that achieves a minimum of 70% will proceed to stage 3.
<b>Stage 3</b> Price and B-BBEE	Bids will be evaluated in terms of the 80/20 preference system
<b>Stage 4</b> Recommendation Appointment	Recommendation and award

#### 14.2 STAGE 1: MANDATORY AND PRE-QUALIFICATION REQUIREMENTS

Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During the evaluation stage, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. This stage is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified

#### **Mandatory Requirements that must be submitted in stage one (1).**

SBD 1 – Invitation to Bid	Complete and sign the attached document
SBD 4- Declaration of Interest	Complete and sign the attached document
SBD 8 – Declaration of Bidder's Past supply chain Management	Complete and sign the attached document
SBD 9 – Certificate of Independent Bid Determination	Complete and sign the attached document
Pricing submission and Declaration (Form A)	Complete and sign
Pricing Schedule and Costing Module (Annexure B)	Complete and sign
Registration with the Compensation for Occupational Injuries and Disease Act (COIDA)	Provide and attach the document. The bidder must submit the COIDA that is relevant to the services they are tendering for.
Letter of Good Standing from PSIRA	Provide and attach the document
Company registration with PSIRA	Provide and attach the document

Compliance with PSIRA tariffs/rates	The evaluation committee will assess whether bidders comply with PSIRA sectoral determination. Bidders who quoted below PSIRA rates will be disqualified.
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**Administration Requirements that must be submitted in stage one (1)**

Service Provider Profile	<p>The bidder must submit a company profile that include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Overview of the company</li> <li>• A clear description of the services rendered;</li> <li>• A risk mitigation strategy to ensure continued service delivery; and</li> <li>• Physical Address (or National Footprint of the company where applicable.</li> </ul>
Bank Rating	<p>The bidder Must submit a copy of the bidder’s latest available bank rating, with the bid documents at the closing date and time of the bid.</p>
Shareholding Portfolio	<p>The bidder must submit valid proof of registration of the company with Cipro/CIPS with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPS is not required, proof of ownership/shareholding must be provided.</p>
Registration on Central Supplier Database (CSD)	<p>The bidder must be registration as service provider on the CSD. If the bidder is not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://securecsd.gov.za/">https://securecsd.gov.za/</a> to obtain your vendor number Submit proof registration</p>
Tax Status	<p>In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence</p>
SBD 6.1 –Preference Point Claim	<p>Complete and sign the attached document.</p>



### 14.3 STAGE 2 FUNCTIONALITY CRITERIA

- 14.3.1 Bidders who have complied with all mandatory and pre-qualification requirements will be evaluated for functionality. During this phase minimum total score of **70%** for functional requirements per category.
- 14.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bidders based on their submissions and the information provided.
- 14.3.3 Bidders will not rate themselves but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- 14.3.4** The BEC members will individually evaluate the responses received against the criteria listed in **Annexure A**.
- 14.3.5 A minimum percentage score of 70% will apply for evaluation. Bidders who do not meet this pre-qualification percentage would not progress for further evaluation.
- 14.3.6 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as fraction of the best possible score for all criteria.
- 14.3.7 Only bidders who have met minimum threshold of 70% will be considered for price and BBEE point's evaluation as indicated hereunder.

### 14.4 STAGE 3 PRICE AND B-BBEE POINTS EVALUATION

- 14.4.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000(Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference points system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
  - B-BBEE status level of contributor (maximum 20 points)

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

$$P_s = 80 \left[ \frac{P_t - P_{\min}}{P_{\min}} \right]$$

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

14.4.2 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor 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

14.4.3 Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and value B-BBEE status level verification certificate or a **certified copy** thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

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

14.4.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984) or an accredited verification agency will be considered for preference points.

14.4.6 Failure on the part of the bidder to comply with paragraph 14.4.4 and 14.4.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

14.4.7 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

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

14.4.9 Site inspection for the shortlisted bidder

- TNC maintains the prerogative to conduct inspection on the services rendered by the contractor, including:
- Inspection of the equipment provided by the bidder.
- TNC reserve the right to conduct inspection for the services rendered by the Service

Provider at any time, this will be done in order to establish whether the service rendered by the contract is satisfactory and comply with the conditions of contract and the site specification.

14.4.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

14.4.11 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

14.4.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

## **15. VALUE ADDED TAX**

**15.1** All bid prices must be inclusive of 15% Value-Added Tax

**15.2** Failure to comply with this condition may invalidate the bid.

## SECTION B: GENERAL AND SPECIFIC BID CONDITION

### 16. GENERAL CONDITION OF CONTRACT

**Any award made to a bidder(s) under this bid condition, amongst, upon-**

- I. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which the TNC is prepared to enter into a contract with the successful bidder(s).
- II. The bidder submitting the GCC to TNC together with its bid, duly signed by an authorised representative of the bidder. **(Each page of the GCC to be initialed by representative).**

### 17. DURATION OF CONTRACT

The envisaged contract will be for a maximum period of three (3) years. All contracts are subjected to regular performance review.

### 18. SERVICE LEVEL AGREEMENT

- 18.1 Upon awards TNC and the successful bidder will conclude a Service Level Agreement regulating the specific terms and condition applicable to the service being procured by TNC.
- 18.2 TNC reserve the right to accept or reject any or all amendments or additional proposal by a bidder if such amendments or additions are unacceptable to TNC or pose a risk to the organisation.

### 19. GENERAL

- 19.1 The Contractor may not, unless otherwise specified, make use of any of the TNC equipment, aids and/or property, for purpose of compliance with the conditions of contract, which equipment, aids and/or property included inter alia, stationary, firearms, rooms, furniture, etc.
- 19.2 The water and electricity required for the rendering of the service, shall be provided free of charge by the Tnc
- 19.3 The Contractor is responsible for the training of his personal at the site in respect of the application of the guideline of the emergency plan applicable for the specific site and form part of the Safety Committee on site.
- 19.4 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions of contract, will be provided.
- 19.5 The Contractor's personnel must always refrain from littering and must keep the grounds and building occupied by them, clean, hygiene and including their workspace.
- 19.6 Under no circumstances is a security personnel allowed to carry on any trading on site.

### 20 SPECIAL CONDITION OF THIS BID

**TNC reserve the right:**

- 20.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1) f of the PPPFA (Act 5 of 2000).

- 20.2.** To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 20.3.** To accept part of the tender rather than whole tender.
- 20.4.** To carry out site inspection, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 20.5.** To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid.
- 20.6.** To cancel/ or terminate the tender process at any stage, including after the closing date and/or after presentation (if any) have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 20.7.** TNC will furnish the Service Provider with all relevant data and information, which is necessary to perform the services under the agreement.
- 20.8.** TNC will become the owner of all information, documents, programme, and advice and reports generated and compiled by the Service Provider in the execution of the services.
- 20.9.** All information, documents, programme and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the TNC.
- 20.10.** Should either party fail to carry out any of its obligations in terms of the agreement, then the other party shall be entitled to give the defaulting party notice to comply therewith a period of seven (07) to fourteen (14) days. Should the other party fail to do so, then the other party may without prejudice to any other rights it may have terminate the agreement without any further notice.
- 20.11.** On the termination of the agreement, for whatever reason, all programmes, reports, etc. must be handed to TNC. The Service Provider relinquishes the right or retention thereof.

## **21. Non-COMMITMENT**

- 21.1 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

## **22. INDEMNITY**

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

## **23. TENDER DEFAULTERS AND RESTRICTED SUPPLIES**

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

## **24. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representative), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of the bid. In the event that the TNC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the TNC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## SECTION C POST AWARD CONDITION

### 25. ROLES AND RESPONSIBILITY

- 25.1. **Contract Administration –Contractors** must advise **infrastructure unit** immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- 25.2. **Agreement-** No other agreements except the Service Level Agreement will be signed with the contractor. The Service Level of Agreement must be signed by both parties and two (2) copies of the Service Level Agreement must be signed.
- 25.3. **Supplier Performance Management** – Supplier performance management will be the responsibility of end-user and where suppliers' performance disputes relating to the contract cannot be resolved between the Service Provider and relevant end-user, TNC SCM must be informed accordingly



## ANNEXURE A

### EVALUATION CRITERIA-CAPACITY AND CAPABILITY BID NO. TNC/SS/18/2022

#### FUNCTIONALITY CRITERIA SECURITY SERVICE

Proposers will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. **Only Service providers scoring 70 points and more will be considered for Price and B-BBEE.**

FUNCTIONALITY CRITERIA	WEIGHTS
<p><b>1. Track record in terms of similar project undertaken contactable references (Attach proof) in the past 10 years</b></p> <p><b>1.1 Contactable Reference Letters: (30)</b></p> <ul style="list-style-type: none"> <li>• 0 reference letter = <b>0 points</b></li> <li>• One (1) to Two (2) Reference letter = <b>5 points</b></li> <li>• Three (3) Reference letter = <b>10 points</b></li> <li>• Four (4) Reference letters = <b>20 points</b></li> <li>• Five (5) and more = <b>30 Point</b></li> </ul>	<p><b>30 POINTS</b></p>
<p><b>2. Approach Paper methodology: (30)Points</b></p> <p><b>Bidder to provide Tshwane North TVET College with an approach paper towards implementation of the project including lead times, etc as well as escalation procedures</b></p> <ul style="list-style-type: none"> <li>• The technical approach, methodology and/or workplan is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing. <b>Poor Score between 0 – 7 Points</b></li> <li>• The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. All key activities are</li> </ul>	<p><b>30 POINTS</b></p>



<ul style="list-style-type: none"> <li>The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan. <b>Good Score between 16 - 23</b></li> <li>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. The sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources and the work plan permits flexibility to accommodate contingencies. <b>Excellent Score between 24 – 30</b></li> </ul>																												
<p><b>3. Location of Contractors Operations</b></p> <p>Submission of a copy of lease agreement or statement of rates and taxes indicating that:</p> <ul style="list-style-type: none"> <li>Tenderer is based in Tshwane Metro (Municipality) = <b>20 points</b></li> <li>Tenderer is based in Gauteng Province = <b>10 points</b></li> <li>Tenderer is based outside of Gauteng Province = <b>05 points</b></li> </ul>	<b>20 POINTS</b>																											
<p><b>4. Bank Rating Letter</b></p> <p>Banking Rating of Company/ Consorting</p> <table border="1" data-bbox="63 1321 718 1646"> <thead> <tr> <th>Qualification</th> <th>Code</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Banking Code</td> <td>A</td> <td>20</td> </tr> <tr> <td></td> <td>B</td> <td>16</td> </tr> <tr> <td></td> <td>C</td> <td>12</td> </tr> <tr> <td></td> <td>D</td> <td>8</td> </tr> <tr> <td></td> <td>E</td> <td>4</td> </tr> <tr> <td></td> <td>F</td> <td>0</td> </tr> <tr> <td></td> <td>G</td> <td>0</td> </tr> <tr> <td></td> <td>H</td> <td>0</td> </tr> </tbody> </table>	Qualification	Code	Points	Banking Code	A	20		B	16		C	12		D	8		E	4		F	0		G	0		H	0	<b>20 POINTS</b>
Qualification	Code	Points																										
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	C	12																										
	D	8																										
	E	4																										
	F	0																										
	G	0																										
	H	0																										
<b>TOTAL</b>	<b>100 POINTS</b>																											

**NB: Compulsory Subcontracting (As per Preferential Procurement Regulation 2017)**

- It is a requirement of this tender that the successful bidder sub-contract a minimum of 30% of the contract to
- I. BBBEE Level 1
  - II. Black people living in rural or underdeveloped areas or township

The bidder may only subcontract to a EMEs listed above if the EMEs has a B-BBEE status level that is equal to or more than that of the bidder.

**Failure to indicate the Subcontracting of minimum of 30% of the contract to the above EMEs will result to disqualification of the bid.**

**FORM "A"**

**PRICING SUBMISSION AND DECLARATION**

**BID NO. TNC/SS/18/2022**

BIDDER'S NAME: \_\_\_\_\_

**PRICE INSTRUCTIONS**

**1 GENERAL INSTRUCTION FOR COMPLETING THE PRICING SCHUDELE TEMPLATE**

Bid submission format

- i. Bidders must submit the pricing submission with price declaration in the same bid document.

1.1.1 The bidder shall submit One Original copy

Bid No: TNC/SS/18/2022

Bid Description: Security Service

Bid Closing date and time: 11H00

Name and address of bidder:

**b. Currency and VAT**

- i. All bidders' pricing must be quoted in South African Rand; must be completed with unit price + vat if the bidder is VAT registered. **(NB ensure that you submit a detailed proposal with an offer).**

**2 PRICE DECLARATION**

**Dear Sir/ Madam**

Having read through and examined the Request for proposal (RFP) Document, the General Conditions, the Terms of Reference and all other Forms and Annexures to the RFP document, we offer to conduct the cleaning services at TNC, Cnr Potgieter and Pretorius Street.

We undertake to hold this offer (as per cost breakdown matrix) open for acceptance for a period of **90 days** from the date of submission of the offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the Tshwane North TVET College.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print name signatory-----

Designation-----

FOR AND ON BEHALF OF (Company name) -----

Tel No:-----

Fax No:-----

Cell No:-----

Email:-----

## Annexure B

### Pricing Instructions

1. The bidder must price ALL items contained in the Pricing Schedule
2. The bidder may, at their discretion, provide alternative pricing proposals. In doing so, the bidder must elaborate in detail and should limit alternative proposals to no more than 2.
3. The cost of installation, site preparation etc. must be included in this proposal as per pricing schedules
4. Rates are to include all costs with **no unspecified cost to arise**.
5. Annual increases on labour and related costs will be affected in line with the Private Security Industry Regulation Authority.
6. The rate remains fixed but subject to price escalation on the anniversary of the contract of no more than the percentage as determined by the Private Security Industry Regulation Authority for the labour costs, and no more than CPI as released by Stats SA from time to time for all other costs. This must be agreed and is not automatic (if applicable).
7. The bidder must indicate clearly which portion of the purchase price as well as the monthly costs is linked to the exchange rate (if applicable).
8. Payment will be made on a time charge and reimbursable cost price basis for the services rendered, and may be invoiced monthly (if applicable).
9. Interim payments will be made monthly against proven progress in terms of the agreed monthly work plan and signed off- time sheets (if applicable).
10. Payment will only be made on the basis of valid tax invoices provided.
11. Please complete all the pricing schedules that follow. Failure to complete the pricing schedules in full will result in disqualification.

## Pricing Schedule:

Services are to be quoted in accordance with the terms of reference as discussed on pages 11 to 14 above.

Section and Description	Monthly (VAT exclusive)	Total annual cost for the first year (VAT exclusive)
Provision of security services at the Soshanguve North Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Soshanguve South Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Rosslyn Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Temba Campus as indicated in the terms of reference on page 11 to 14 above		
<b>Subtotal (first year of the contract)</b>		
Section and Description	Monthly (VAT exclusive)	Total annual cost for the second year (VAT exclusive)
Provision of security services at the Soshanguve North Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Soshanguve South Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Rosslyn Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Temba Campus as indicated in the terms of reference on page 11 to 14 above		
<b>Subtotal (second year of the contract)</b>		
Section and Description	Monthly (VAT exclusive)	Total annual cost for the second year (VAT exclusive)
Provision of security services at the Soshanguve North Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Soshanguve South Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Rosslyn Campus as indicated in the terms of reference on page 11 to 14 above		
Provision of security services at the Temba Campus as indicated in the terms of reference on page 11 to 14 above		
<b>Subtotal (third year of the contract)</b>		
<b>TOTAL CONTRACT AMOUNT (for 36 months, VAT exclusive)</b>		
<b>TOTAL VAT (for the 36 months period of the contract)</b>		
<b>TOTAL CONTRACT AMOUNT (for 36 months, VAT inclusive)</b> <b>(this should be the same amount recorded in page one of this document)</b>		

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....

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

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

<sup>2</sup> 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.



Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

**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)

1.2

- a) The value of this bid is estimated to exceed/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 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**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 PREFERENCE POINT SYSTEMS

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

$$P_s = \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \times 80$$

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	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....**30**.....%

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	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	<b>√</b>	<b>√</b>
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	<b>X</b>	
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.

<p>WITNESSES</p> <p>1. ....</p>
---------------------------------

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

## 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). <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, the undersigned (FULL NAME) .....

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**Tender: TNC/SS/09/2021 Appointment of service provider to render Security Service for a period 36 months**

in response to the invitation for the bid made by the Tshwane North TVET College

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

I certify, on behalf of:

\_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.
  
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

<sup>3</sup> 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.



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**GOVERNMENT PROCUREMENT: GENERAL  
CONDITIONS OF CONTRACT**

**July 2010**

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

July 2010

### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

Initial\_\_\_\_\_

RSA.

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



obligations of the supplier covered under the contract.

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

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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.

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**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

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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;

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- (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 Initial\_\_\_\_\_

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  
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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

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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

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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

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(b) aggregate ability 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 (NIP) Programme** 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

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matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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