

SPECIFICATIONS FOR RENDERING SECURITY SERVICES TO GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS) AT HEAD OFFICE AND PROVINCIAL OFFICES FOR A PERIOD OF THREE (3) YEARS.

1. TASK DIRECTIVE:

- 1.1 Invitation to bid for the 24-hour security services to patrol, guard and provide security access control to the reception areas as well as motor gate entrances of the Head Office (Tshedimosetso House) of the Department of Government Communication and Information System (GCIS) in Hatfield, Pretoria. (GCIS to reconsider the number of posted guards in head office if department relocates during three years of contract)
- 1.2 Invitation to bid for the 12-hour day shift security services to patrol, guard and provide access control to the reception areas of the nine provincial offices of the Department.
- 1.3 To provide night shifts for GCIS Mafikeng office, Monday to Sunday.

2. SPECIFIC DELIVERABLE REQUIREMENTS:

- 2.1 Submissions should indicate whether the company is able to meet the following requirements:
 - 2.1.1 Provide security services for a period of three (3) years. The successful bidder and security guards will undergo security clearance by the State Security Agency (SSA) and South African Police Services (SAPS).
 - 2.1.2 Enter into a service level agreement and sign the Declaration of Secrecy within 21 days, after the bid has been awarded.
 - 2.1.3 The Service Provider must be registered in terms of Section 20 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001).
 - 2.1.4 The Service Provider must submit proof of active third part insurance, the insurance is against any third party claims, costs, loss and/or damage ensuing from its obligations and shall ensure that such insurance remains operative for the duration of this agreement.
 - 2.1.5 All security officers in the employ of the company must be registered as security service providers in terms of Section 20 of the Private Security Industry Regulation Act 2001 (Act 56 of 2001).

- 2.1.6 Security officers supplied by the Service Provider must at least be paid the minimum wage according to the Wage Determination Act. GCIS will have no responsibility for wage negotiation of contract security officers. All security officials need to receive a payslip where the following information is clearly identified with regards to his/ her salary. GCIS reserve the rights to request payslips to check compliances with the security statutory regulations.
- a) Grade of security officer
 - b) Pay rate
 - c) Normal hours worked
 - d) Sunday pay and night shift allowance
 - e) 13th cheque
 - f) Overtime hours
 - g) Sunday hours
 - h) Holiday hours
 - i) Deductions with regards to:
 - i. UIF
 - ii. PSIRA
 - iii. Unions
 - iv. Provident fund
- 2.1.7 The service provider must have a proven track record in the security industry and will be evaluated as per table 5. Service providers must attach signed reference letters with letter head from your clients, with contactable details. Only letters that are issued within five years will be considered.
- 2.1.8 The service provider must provide a list of tools of trade in the security industry (Please list) number of cars, two-way radios, handcuffs, OB books and stationery. Capacity to provide 24 hours security service to Head Office and 12-hour day shifts to each of the 9 provincial offices. Bidders to indicate the number of security officers in its employ and standby. Capacity to provide backup staff at all levels indicated in specifications. Provide number of equipped security control rooms – head office, provincial and regional offices.
- 2.1.9 The service provider must indicate the ability to respond to emergency calls. Provide plan on responding to emergency to head office and provincial offices. Indicate frequency of site visits during day and night shifts. Provide schedule of site visits for head office and provincial offices.
- 2.1.10 The Service Provider must allocate specific security officers to the department in order to ensure continuity of the security service to be rendered (allocated officers only to be changed with prior consent of the security manager at GCIS).
- 2.1.11 Security officers are to be provided with uniforms and name tags by the Service Provider to ensure that they are easily identifiable.
- 2.1.12 While on site, security officers shall always be in neat uniform and act professionally when executing their tasks.

- 2.1.13 In instances where the above (2.1.11) is not complied with, GCIS reserves the right to request that security officers be replaced immediately.
- 2.1.14 The Service Provider must have a well-established and equipped 24 hour security control room (Bid Specification Committee members) to inspect main control rooms of the shortlisted service providers before the bid is awarded).
- 2.1.15 The Service Provider must have an Operational Manager immediately available on a 24 hour basis to react in the event of emergencies.
- 2.1.16 Number of security officers required at Head Office (Tshedimosetso House):
- 2.1.16.1 A total of 17 security officers for night and day shifts for GCIS Head Office.
- 2.1.16.2 A total of 9 grade C security officers for day shift at GCIS nine provincial offices.
- 2.1.16.3 One security guard for night shift for Mafikeng office.
- 2.1.16.4 The successful bidder should be in a position to provide backup staff at all levels.
- 2.1.16.5 The breakdown of the total posting of officers required are as follows:
- 2.1.16.5.1 **Working days (Day shift - Monday to Friday)**
- Eleven (11) Security Officers at Grade C - (Head Office)
- Nine (9) Security Officers at Grade C – (Provincial Offices), which is one Security Officer per Province
- One (1) Supervisor at Grade B – (Head Office)
- 2.1.16.5.2 **Night Shift, Weekends and Public holidays (Day Shifts)**
- Four (4) Security Officers at Grade C – (Head Office)
- One (1) Supervisor at Grade B – (Head Office)
- One (1) security officer at Grade C (Mafikeng office)
- 2.1.17 The minimum level of education in the case of Grade C security officers must be Grade 12 (Matric) with proof of security training at grade C PSIRA level.
- 2.1.18 The minimum level of education in the case of Grade B security officers (supervisors) must be Grade 12 (Matric). Supervisors need to have security training at grade B PSIRA level.

2.1.19 All security officers must also be registered as security service providers in terms of Section 20 of the Private Security Industry Regulation Act.

2.1.20 Table 1 below reflects equipment requirements for the GCIS Head Office and nine (9) provincial offices: (GCIS to reconsider the number of posted guards in head office if department relocates during three years of contract).

Table 1

OFFICE	OFFICE ADDRESS	NUMBER OF GUARDS AND EQUIPMENT REQUIRMENTS	SHIFTS
GCIS – Head Office	Tshedimosetso House, 1035 Francis Baard Street, Hatfield	Day – 11 Grade C Day – 1 Grade B 3 hand metal detectors Night – 4 Grade C Night - 1 Grade B 3 hand metal detectors	Day shift (06am – 18pm) Day shift (18h00 – 06h00)
GCIS Northern Cape Province	7-9 Currey Street Kimberly 8301	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Kwa-Zulu Natal Province	Zumaysha House 21 Field Street Durban 4001	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS North West Province	15 Martin Street Mafikeng 2745	- 01 (Grade C) - Hand radio - Hand Metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Eastern Cape Province	Union Street Union arcade building East London 5201	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Gauteng Province	Ikusasa Building (ground floor) Cnr Commissioner and Von Brandis Str Johannesburg	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)

GCIS Limpopo Province	Old Mutual Building 66 Hans van Rensburg Street Polokwane 0700	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Mpumalanga Province	Medsen Building Ground floor 14 Henshall Street Nelspruit 1200	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Free state Province	Shop 87 Bloem Plaza East Burger Street, Bloemfontein 9300	- 01 (Grade C) - Hand radio - Hand metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS Western Cape Province	GCIS Norton Rose Building No 8 Riebeeck Street Foreshore Cape Town 8000	- 01 (Grade C) - Hand radio - Hand Metal detector - Baton stick - Torch	Day shift (06am – 18pm)
GCIS North West Province	15 Martin Street Mafikeng 2745	- 01 (Grade C) - Hand radio - Hand Metal detector - Baton stick - Torch	Night shift (18pm – 06h00)

3. INFORMATION TO BE SUBMITTED BY ALL BIDDERS

- 3.1 The control room location / address of the head office of the company.
- 3.2 The location / address of the regional and provincial control rooms, which will service the GCIS provincial office.
- 3.3 The Service Provider should indicate whether it is a South African company or not.
- 3.4 A list of contactable references where similar services were provided must be submitted. The list should include the type of service rendered, period service was / is rendered and a contact number from the institution where the service was / is rendered.
- 3.5 An Operational Manager must be assigned to GCIS for the duration of the contract. The operational manager must be available on 24 hours standby and respond immediately when needed. Attach a CV with detailed information and experience of the Operational Manager that will be allocated

to the Department. Attach matric certificate, security certificates, OHS certificates, Fire system training and access control training.

- 3.6 The potential service provider must be in a position to provide back-up staff at all levels when needed during emergencies.
- 3.7 An Operational Manager must be available for a weekly security meetings at GCIS Head office building and must provide a weekly report.
- 3.8 The Service Provider must, at its own expense, take out sufficient indemnity insurance of above one million against any claims, costs, loss and/or damage ensuing from its obligations and shall ensure that such insurance remains operative for the duration of this agreement.

4. THE FOLLOWING DOCUMENTS MUST BE SUBMITTED

- 4.1 The following set of documents / certificates must be attached in sequence. GCIS reserves the right to check validate of the documents.
 - 4.1.1 Valid proof of company registration / certification with the Private Security Industry Regulatory Authority (PSIRA).
 - 4.1.2 Proof of indemnity insurance contract taken with a reputable company and proof that it is active and should be active for the duration of the contract. The insurance should be above one million rand.
 - 4.1.3 Proof of provident fund issued to the bidder. Proof that the provident fund is still active and paid up to date must be provided.

Bidders that do not submit any of the above documents listed on paragraph 4 will be disqualified.

5. SPECIFIC GOALS (PREFERENCE POINTS)

- 5.1 In line with the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management Policy, for this RFB, the specific goals for this bid are indicated on the paragraphs below. Potential Service Provider/s are to ensure that they provide the relevant required supporting documentation to claim the preference points. The required supporting documentation and descriptions are outlined on the paragraphs below against each RDP goal.
 - 5.1.1 Promotion of Enterprises that are 40% or more owned by women Enterprises that are 40% or more owned by women who were historically disadvantaged and had no franchise in the elections prior the Constitution of 1993.
 - 5.1.1.1 To claim preference points in this regard, potential service provider/s are to provide the following information;
 - (I) Valid BBBEE Certificate or a sworn affidavit to support proof of ownership by women as indicated on paragraph 5.1.1 above.

- 5.1.2 Promotion of enterprises that are 20% or more owned by Youth.
- 5.1.2.1 To claim preference points in this regard, potential service provider/s are to provide the following information;
- (i) Valid BBBEE Certificate or a sworn affidavit to support proof of ownership by Youth;
- 5.1.3 Promotions of enterprise that are 20% or more owned by people living with disabilities.
- 5.1.3.1 To claim preference points in this regard, potential service provider/s are to provide the following information;
- (i) Valid BBBEE Certificate or a sworn affidavit to support proof of ownership by people living with disabilities.
- 5.1.4 Promotion of enterprises that are Qualifying Small Enterprise (QSE's) and or Exempted Micro Enterprises (EME's)
- 5.1.4.1 To claim preference points in this regard, potential bidders / suppliers are to provide the following information;
- (i) A Valid BBBEE Certificate or a sworn affidavit as proof of whether the supplier is classified as an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE).

6 SPECIAL CONDITIONS OF THIS BID

6.1 Handling of Erratum /s

- 6.1.1 Should there be a need for the department to issue an erratum for this bid due to major errors to the specification, the erratum will be issued 10 days before the closing date of this bid. Erratum will not be issued for minor grammatical errors or typing errors that do not impact the context of the requirements as well as the evaluation criteria.
- 6.1.2 The erratum will be issued with a new closing date that will be determined by the department to enable potential service providers to adjust their proposals should it be necessary.
- 6.1.3 Should potential service provider have already submitted their proposals before the erratum was issued, and the erratum have an impact on the proposal already issued, potential service providers may request that the proposal be given back to the potential bidder. Should this be the case, the following process will be undertaken;
- 6.1.3.1 The relevant potential bidder through the duly authorised representative of the bidder, may sent written communication to the department requesting collection of the submitted proposal.
 - 6.1.3.2 The relevant potential service provider must in their written communication provide the details of when their representative will be coming to GCIS to collect the proposal taking into consideration the working hours of GCIS as well as the closing date of the bid.

- 6.1.3.3 The representative of the relevant potential service provider will be required to sign for receipt of the proposal. The record will be kept for audit purposes.
- 6.1.3.4 GCIS will not be held responsible for the bid proposal of the relevant service provider once the proposal is removed from the premises of GCIS by the duly authorised representative of the potential service provider.
- 6.1.3.5 GCIS will also not be held responsible for the bid proposal of the relevant potential service provider should the proposal be fraudulently removed from the premises of GCIS by any person posing as a duly representative of the potential service provider.
- 6.1.3.6 The following should also be noted by potential service providers;
 - 6.1.3.6.1 It is the responsibility of the relevant potential bidder to ensure a new bid proposal that is aligned to the adjusted specification is submitted.
 - 6.1.3.6.2 Should the relevant potential service provider / s not collect the already submitted proposal and submit another proposal for this bid, GCIS will deem the newly or last submitted bid proposal as the proposal submitted for this bid.
 - 6.1.3.6.3 Should the potential service provider not collect the already submitted proposal, and also not submit a new proposal based on the adjusted specification as per the erratum issued, GCIS will deem the originally submitted proposal as the proposal submitted by the relevant potential bidder for this bid.

6.2 General Information

- 6.2.1 It should be noted that GCIS reserves the right to award, partially award, not award and or cancel this bid should due to;
 - 6.2.1.1 Non-affordability,
 - 6.2.1.2 Changes in the needs of the department,
 - 6.2.1.3 Suspected fraud
 - 6.2.1.4 Funds are no longer available to cover the total envisaged expenditure;
 - 6.2.1.5 No acceptable offer is received,
 - 6.2.1.6 There is a material irregularity in the tender process and or
 - 6.2.1.7 Material errors in specifications.
- 6.2.2 Should it be established during any process of assessing the proposals that clarity is sought, potential service providers will be required to provide the information within five days of having received the request from GCIS.

6.3 Negotiations

6.3.1 Quantities

- 6.3.1.1 GCIS reserves the right to reduce or increase the number of security personnel required. Should this need arise, GCIS will negotiate with the potential successful service provider.
- 6.3.1.2 Should the potential successful service provider not be willing to negotiate, GCIS reserves the right to negotiate with the other potential service providers who submitted bid proposals for this bid, in sequence of points attained.
- 6.3.1.3 Should all the bidders who submitted bid proposals not be willing to negotiate, GCIS reserves the right to cancel this bid and explore the available alternatives within the legislative framework and or readvertise the tender.

6.3.2 Prices

- 6.3.2.1 Due to the fiscus constraints, GCIS reserves the right to negotiate the price offered for this bid with the successful potential service provider.
- 6.3.2.2 Should the potential successful service provider not be willing to negotiate, GCIS reserves the right to negotiate with the other potential service providers who submitted bid proposals for this tender.
- 6.3.2.3 Should all the potential service providers who submitted bid proposals not be willing to negotiate, GCIS reserves the right to cancel this bid and explore the available alternatives within the legislative framework and or readvertise this tender.

6.3.3 Service Level Agreement

- 6.3.3.1 Post the award, a service level agreement (SLA) will be signed between the successful service provider and GCIS upon acceptance of the offer by the successful service provider
- 6.3.3.2 The SLA must be signed by all parties within 20 days of accepting of the offer for this bid.

6.3.4 Registration on the Central Supplier Database (CSD)

- 6.3.4.1 In line with the legislative requirements, potential service providers must be registered on the CSD and provide proof of CSD registration in a form of a MAAA number or CSD report.
- 6.3.4.2 If a potential service provider is not registered, the potential service provider must complete the CSD registration of their company prior to submitting a proposal for this bid using the link: <https://secure.csd.gov.za/>.

6.3.4.3 It is the responsibility of the potential service provider/s to ensure that their companies are registered on the CSD prior to submitting their bid proposals. Failure to register on the CSD by the time the bid proposal is submitted by the potential service provider will deem the proposal of the service provider as non-compliant. This implies that the proposal of the bidder will not be evaluated on any of the Gates indicated under Evaluation Criteria below.

7 RETURNABLE DOCUMENTS FROM THE POTENTIAL BIDDERS

7.1 Standard Bidding Documents (SBD's)

7.1.1 The proposal/s to be submitted by potential bidders must be accompanied by SBD's forms listed below.

7.1.2 The following documents must be fully and accurately completed, and signed by the duly authorised representative of the potential service provider:

- (I) SBD 1 – Invitation to Bid;
- (II) SBD 3.3 – Pricing schedule
- (III) SBD 4 – Bidder's disclosure;
- (IV) SBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations of 2022;
- (V) General Conditions of Contract (GCC) initialled on every page.

7.1.3 Should any of the forms not be fully and accurately completed and duly signed by the authorised representative of the potential service provider, GCIS will provide the relevant potential service provider with no more than five working days to submit the required documents.

8 BID PRICE

8.1 The bid or price offered by potential service providers for this tender must;

8.1.1 Include VAT, and

8.1.2 Any additional costs that the potential service provider may have such as transport, uniform, salaries and administrative or overhead costs.

8.1.3 The price must be fixed for the duration of the contract.

8.2 It should be noted that the onus / responsibility lies with the potential service provider to ensure that all the costs and escalations have been taken into consideration when compiling bid prices.

It should be noted that once the bid is awarded the bid costs will be accepted as the final cost estimates for the duration of the contract period.

8.3 No price adjustments will be allowed for the second year and third year. Potential service providers must, in their price offer for this tender make provision for all cost escalations to cover inflation in annual statutory wage increases as stipulated in the sectoral determination of security industry in South Africa, fuel

increases, administration cost and any other related increases that may impact the price offer for this tender for the duration of the contract which is three years.

- 8.4 The pricing schedule should be structured as per Table 2 below for a contract period of 36 months (3 years). This contract schedule reflects the totals cost per year having taken into consideration paragraphs 8.1, 8.2 and 8.3 above.

Table 2

Period	Total Cost (VAT Included)
Year 1: 01 November 2024 – 31 October 2025 (12 months)	R
Year 2: 01 November 2025 – 31 October 2026 (12 months)	R
Year 3: 01 November 2026 – 31 October 2027 (12 months)	R
Total cost for 36 months inclusive of VAT	R

- 8.5 Potential Service Providers must provide a detailed breakdown indicating all different costs to be incurred by the potential service provider for each year indicated above. The breakdown of the cost must be provided and tally back to the consolidated cost as per Table 1 above.
- 8.6 As indicated on paragraph 8.5 above, the detailed breakdown of the costs must be done per each year of the contract and must also be included in the price offer or quotation for this tender.
- 8.7 Having taken breakdown of the costs and concluded the price offer for this tender as per the Table 1 above, potential service provider/s must transfer the same total price, which is inclusive of VAT, from the Table 1 above the quotation to SBD 3.3: Pricing Schedule.

9 BID EVALUATION PROCESS, CRITERIA AND PROCEDURE

9.1 BID EVALUATION PROCESS

- 9.1.1 The bidders will be evaluated in terms of the Preferential Procurement Regulations of 2022 which includes 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals identified for this tender.
- 9.1.2 The evaluation process will be a three-phase process consisting of the following;
- (i) Pre-qualification evaluation (Gate 0),
 - (ii) Technical Evaluation (Gate 1) and
 - (iii) Price and Preference Point System (Gate 2) evaluation.

9.1.3 The process indicated on paragraph 9.1.2 above indicates phases set as minimum standards (Gates) that potential service provider/s must meet in order to be selected as successful service provider for this tender.

9.1.4 The three-phase process is set out in the Table 3 below:

TABLE 3

Pre-Evaluation Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Preference Point System (B-BBEE) (Gate 2)
<p>Bidders must submit all mandatory documents outlined in Table 4 below (paragraph 10.1). Only prospective service providers that comply with ALL these criteria will proceed to Gate 1.</p> <p>All Bidders that do not submit any of the documents listed on Table 4 below will be deemed non-compliant and will not be considered for evaluation on other phases.</p>	<ul style="list-style-type: none"> • Bidder(s) are required to achieve a minimum functionality score of 75%. Bidders that scores 75% or more on functionality will proceed to Gate 2. • The Technical Evaluation Criteria is outlined in detailed in paragraph 10.2 below. 	<ol style="list-style-type: none"> 1. The bidder/s will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP Goals. 2. Specific Goals: Women owned enterprise, Youth owned enterprises, Enterprises owned by people living with disabilities and enterprises that are QSE and or EME as per paragraph 5 of the specification. To claim points for the specific goal, bidders are to submit all the required documents as per paragraph 5.

10 BID EVALUATION CRITERIA

10.1 Gate 0: Pre-Qualification Criteria

10.1.1 Without limiting the generality of GCIS' other critical requirements for this Bid, Bidder/s must submit the documents listed in Table 4 below. All documents must be fully completed and signed by the duly authorised representative of the prospective bidder/s. During this phase Bidder/s' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder/s proposal may be disqualified for non-submission of any of the documents as per table below.

10.1.2 Document that must be submitted for Pre-qualification (Gate 0) are indicated on Table 4 below:

Table 4

Documents that must be submitted	Non-submission will result in disqualification
Certified copy of a valid registration certification with Private Security Industry Regulatory Authority (PSIRA)	YES <ul style="list-style-type: none"> Certified copy of a valid registration certification with Private Security Industry Regulatory Authority (PSIRA)
Proof of indemnity insurance contract taken with a reputable company and proof that it is still active	YES <ul style="list-style-type: none"> Submit proof that insurance still valid when tender closed and must remain active for the duration of the contract.
Proof of provident fund must be handed in with bid proposal. Proof that the provident fund is still active and paid up to date must be provided.	YES <ul style="list-style-type: none"> Proof that the provident fund is still active and paid up to date must be provided.

10.2 Technical Evaluation Criteria (Gate 1)

10.2.1 Prospective service provider/s that score 75% or more on functionality in Gate 1 will proceed to Gate 2.

10.2.2 Bidder/s that proceed to Gate 2 will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for Specific RDP Goals.

10.2.3 All prospective service provider/s are requested to attend to all aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process.

10.2.4 Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality with the below criteria:

10.2.5 The Technical Evaluation Criteria (Gate 1) is detailed in Table 5 below:

Table 5

Aspect	Description	Weight										
Detailed profile and experience	Detailed company profile with a proven track record in the security industry. Provide list of previous and current clients to determine number of years in the business.	15										
	<table border="1"> <thead> <tr> <th>1 – 2 years.</th> <th>above 3-4 years</th> <th>above 5-6 years</th> <th>above 7-8 years</th> <th>9 and above years' experience</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </tbody> </table>		1 – 2 years.	above 3-4 years	above 5-6 years	above 7-8 years	9 and above years' experience	1	2	3	4	5
	1 – 2 years.		above 3-4 years	above 5-6 years	above 7-8 years	9 and above years' experience						
1	2	3	4	5								

Client references	Attach signed reference letters with letter head from your clients, with contactable details. Only letters that are issued within five years will be considered.	5										
<table border="1"> <tr> <td>1 – 2 letters.</td> <td>5 letters or less</td> <td>6 letters and below</td> <td>10 letters and below</td> <td>15 and above letters</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>		1 – 2 letters.	5 letters or less	6 letters and below	10 letters and below	15 and above letters	1	2	3	4	5	
1 – 2 letters.	5 letters or less	6 letters and below	10 letters and below	15 and above letters								
1	2	3	4	5								
Operational / Project Manager	Attach a CV with detailed information and experience of the Operational Manager that will be allocated to the Department. Attach matric certificate, security certificates, OHS certificates, Fire system training and access control training.	10										
<table border="1"> <tr> <td>1 – 02 years.</td> <td>Above 3-5 years</td> <td>above 6-10 years</td> <td>above 11-15 years</td> <td>above 16 years' experience</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>		1 – 02 years.	Above 3-5 years	above 6-10 years	above 11-15 years	above 16 years' experience	1	2	3	4	5	
1 – 02 years.	Above 3-5 years	above 6-10 years	above 11-15 years	above 16 years' experience								
1	2	3	4	5								
Resources	<p>Tools of trade in the security industry (Please list) number of cars, two-way radios, handcuffs, licenced and road worthy vehicle, OB books and stationery.</p> <p>Capacity to provide 24 hours security service to Head Office and 12-hour day shifts to each of the 9 provincial offices. Bidders to indicate the number of security officers in its employ and standby.</p> <p>Capacity to provide backup staff at all levels indicated in specifications.</p> <p>Provide number of equipped security control rooms – head office, provincial and regional offices. Please list all.</p>	<p>(30)</p> <p>5</p> <p>5</p> <p>5</p> <p>15</p>										
Inspection and response time	<p>Ability to respond to emergency calls. Provide plan on responding to emergency in head office and provincial offices.</p> <p>Frequency of site visits during day and night shifts. Provide schedule of site visits for head office and provincial offices.</p>	<p>(10)</p> <p>5</p> <p>5</p>										
Total Points		70										

Values: 0= Non Submission; 1=Poor; 2=Average; 3=Acceptable; 4=Very Good; 5=Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the bidder

B = maximum score, i.e. 350

A bidder that scores 75% or more for functionality may be invited to do a presentation.

10.3 EVALUATION OF BID PROPOSALS ON PRICE AND RDP GOALS

10.3.1 As indicated on the previous paragraphs above, Preferential Procurement Regulation 2022 which informs the GCIS policy was utilized for the allocation of preference points for the RDP goals identified for this tender. The potential service providers, will in this phase be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and the 20 points for specific RDP goals indicated in the body of this specification.

10.3.2 Potential service provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 should complete the SBD 6.1 and note the breakdown of points indicated on the SBD 6.1.

10.3.3 Potential service provider/s wishing to claim points in terms of the Preferential Procurement Regulations 2022 must submit supporting documents outlined on paragraph 5 of the specification for each goal specified.

10.3.4 Potential service provider/s who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for the specific goal claimed as per below points.

TABLE 6

AREAS OF EVALUATION	POINTS
1. Price	80
2. Promotion of enterprises that are 40% or more owned by women who were historically disadvantaged and had no franchise in the elections prior the Constitution of 1993.	10
3. Promotion of enterprises that are 20% or more owned by Youth.	5
4. Promotions of enterprises that are 20% or more owned by people living with disabilities.	3
5. Promotion of enterprises that are Qualifying Small Enterprise (QSE) and or Exempted Micro Enterprises (EME)	2
TOTAL	100

11. COMPULSORY BRIEFING

11.1 Only proposals from service providers who will attend compulsory briefing will be considered.

11.2 Date for compulsory briefing and site inspection:

11.2.1 GCIS Head Office, 1035 Tshedimosetso House c/o Francis Baard and Festival Streets, Hatfield, Pretoria.

11.2.2 Date – 13 August 2024 at 11h00

Contact persons:

Avhasei Tshirangwana: Director: Security and Facilities Management
(012) 4730 439 (Tel) avhasei@gcis.gov.za

Ms Livhuwani Maraga 012 473 0117 – (livhuwanim@gcis.gov.za)

12. DEADLINE FOR SUBMISSION

12.1 Proposals, tenders and all required documentation must be provided to GCIS by not later than **26 August 2024 at 11h00**.

12.2 Submissions (in a sealed envelope) may be deposited by hand in the tender box situated at GCIS Head Office ,1035 Tshedimoseetso House c/o Francis Beard and Festival Streets, Hatfield, for attention The Head: Supply Chain Management or mailed to The Head: Supply Chain Management, GCIS, Private Bag X745, Pretoria, 0001.

12.3 Proposals submitted by email will not be accepted.

13. ENQUIRIES

FOR SPECIFICATIONS-RELATED QUESTIONS ONLY:

Contact persons:

Avhasei Tshirangwana: Director: Security and Facilities Management
(012) 4730 439 (Tel)
avhasei@gcis.gov.za

FOR BIDDING PROCEDURES ONLY:

Contact person:

Ms Mpho Ramashi Tel: (012) 473 0194

Mr Namane Mahlaba Tel: (012) 473 0093

Approval

Mr Terry Vandayar

Acting DDG: CS

Date:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 002-2024/2025	CLOSING DATE: 26 AUGUST 2024	120 DAYS	CLOSING TIME:	11:00
DESCRIPTION	SPECIFICATIONS FOR RENDERING SECURITY SERVICES TO GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS) AT HEAD OFFICE AND PROVINCIAL OFFICES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
1035 TSHEDIMOSETSO HOUSE					
C/O FRANCIS BAARD AND FESTIVAL STREET					
HATFIELD					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mpho Ramashi/Namane Mahlaba		CONTACT PERSON	Avhasei Tshirangwana/ Livhuwani Maraga	
TELEPHONE NUMBER	012 473 0194/0093		TELEPHONE NUMBER	012 473 0439/0117	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	namane@gcis.gov.za/mpho@gcis.gov.za		E-MAIL ADDRESS	avhasei@gcis.gov.za/Livhuwanim@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.3
PRICING SCHEDULE
 (Professional Services)

NAME OF BIDDER:	BID NO.: ...RFB 002-2024/2025
CLOSING TIME 11:00	CLOSING DATE 26 AUGUST 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)	
SPECIFICATIONS FOR RENDERING SECURITY SERVICES TO GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM (GCIS) AT HEAD OFFICE AND PROVINCIAL OFFICES FOR A PERIOD OF THREE (3) YEARS.			
1.	The accompanying information must be used for the formulation Of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after Acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

GCIS
1035 Francis Baard Street
Hatfield

Mpho Ramashi/ Lebogang Molayi
Tel: 012 473 0194/ 0143

Or for technical information –
Avhasei Tshirangwana
012 473 0439

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of enterprises that are 40% or more owned by women who were historically disadvantaged and had no franchise in the elections prior the Constitution of 1993.		10		
Promotion of enterprises that are 20% or more owned by Youth.		5		
Promotions of enterprises that are 20% or more owned by people living with disabilities.		3		
Promotion of enterprises that are Qualifying Small Enterprise (QSE) and or Exempted Micro Enterprises (EME)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety

- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

GOVERNMENT COMMUNICATION & INFORMATION SYSTEM

BID CHECK LIST

<p>Have you submitted CSD report? Mandatory requirements on CSD must be compliant (Tax, Banking details, In business, not restricted) In case of consortium, have all parties to the consortium/joint venture submitted their CSD report?</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>Have you submitted a proof of B-BBEE status level contributor?</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>Is the SBD 6.1 form signed by the duly authorized person?</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>Are the following Mandatory forms/ documents accurately, fully completed and signed?</p> <ol style="list-style-type: none"> 1. SBD 1 2. SBD 3.3 - The total Bid price for this tender must be included on SBD 3.3 3. SBD 4 4. SBD 6.1 – Points to be allocated on SBD 6.1 and supporting documents to be submitted. 5. GCC - To be initialed on every page 	<p align="center">YES</p>	<p align="center">NO</p>

.....
Signature

.....
Date:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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7. Performance security
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22. Penalties
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30. Applicable law
31. Notices
32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)