

Stats SA 005/20

Closing date: 11:00 on 07 APRIL 2021

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PHYSICAL GUARDING SECURITY SERVICES FOR KWAZULU-NATAL PROVINCIAL OFFICE, ETHEKWINI, ILEMBE, UTHUNGULU, UMKHANYAKUDE, ZULULAND, UMZINYATHI, AMAJUBA, UTHUKELA, UMGUNGUNDLOVU, HARRY GWALA AND UGU DISTRICT OFFICES FOR STATISTICS SOUTH AFRICA (STATS SA) FOR A PERIOD OF THIRTY SIX (36) MONTHS.

1 SEALED ENVELOPE WITH ALL BID DOCUMENTS, i.e (SBD1, SBD 3.3, SBD4, SDB5, SBD6.1, SBD 7.2, SBD8, SBD9, GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION)

NB: BIDDERS ARE ALSO REQUESTED TO SUBMIT ONE ORIGINAL PLUS 5 COPIES OF BID PROPOSALS/RESPONSES.

Failure to submit bids as requested will invalidate your bid

YOU ARE HEREBY INVITED TO BID TO REQUIREMENTS OF STATISTICS SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: STATS SA 005/20

CLOSING TIME: 11:00

CLOSING DATE: 07 APRIL 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

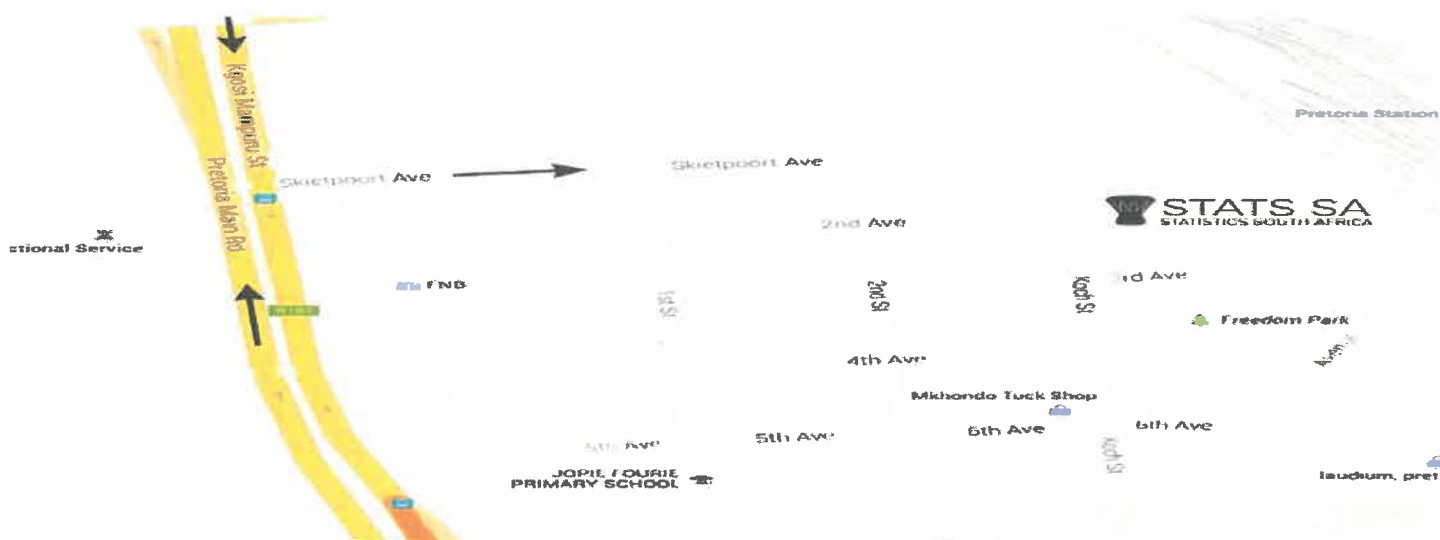
The SBD 1-form must be signed in the original that is in ink - forms with photocopied signatures or other such reproduction of signatures may be rejected.

The SBD 4-declaration must be completed and signed. **NB: THIS DOCUMENT IS NOT FOR SALE**

BID DOCUMENTS MAY BE POSTED TO:

**Bid Section
Statistics South Africa
Private Bag X44
Pretoria**

The bid documents may be deposited in the bid box which is situated at Isibalo House, Koch Street, Salvokop, Pretoria, 0002



Bid documents that are posted must reach Statistics South Africa before the closing date of the bid

The bid box of Statistics South Africa is generally open between 06h00 to 16h00, 7 days a week. The bid box will be closed on the closing time of bids.

For enquiry, contact Bid Office at 012-310 8940/2114/6978/8359 012-337 6413

Bidders should ensure that bids are delivered timeously to the correct address

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

bids by telegram, facsimile or other similar apparatus will not be accepted for consideration

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE



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REPUBLIC OF SOUTH AFRICA

1. SUBMISSION OF DOCUMENTS

- 1.1 1 (one) original bid proposal/ response plus 5 (five) copies which must include all the SBD forms i.e. (SBD1, SBD3.3, SBD4, SBD6.1, SBD5, SBD 7.2, SBD8, SBD 9, general conditions of contract and specification).
- 1.2 The original copy must be signed in ink by an authorized employee, agent or representative of the Bidder and initialized in each and every page of the bid.
- 1.3 Bids must be deposited into Statistics South Africa bid box on or before **07 APRIL 2021 not later than 11h00 South African Time**. The Bid box is situated at the reception area of Statistics South Africa Head Office, **Isibalo House, Koch Street, Salvokop, Pretoria**.
- 1.4 All bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date as stipulated time.
- 1.5 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the bid Box. Failure to comply with this requirement will result in your Bid being treated as a "late bid" and will not be entertained. Such bids will be returned to the respective bidders.
- 1.6 No bid shall be accepted by Statistics South Africa if submitted in any manner other than as prescribed above.
- 1.7 All bidders should submit together with their bids, the **Board Resolution** on the company's letterhead confirming that the person signing the bid document is duly authorised to do so and to conclude any legal document on behalf of the company. Upon the award of the bid, the successful bidder shall enter into an agreement with the Department. The said agreement shall be in the Format of the Department.
- 1.8 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 1.9 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 1.10 Bidders must register on the **CENTRAL SUPPLIER DATABASE (CSD)** to **upload** mandatory information namely: (Business registration/ Directorship/ Membership/Identity numbers; Tax Compliance Status; and Banking information for verification purposes. B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding Institution.



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- 1.11 Where a bidder is not registered on the CSD, mandatory information namely: (Business registration/ Directorship/ Membership/Identity numbers; Tax Compliance Status; and Banking information for verification purposes. B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding Institution.
- 1.12 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 Legislation or Special Conditions of Contract.

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 view the taxpayer's profile and tax status.
- 2.3 Application for Tax Compliance Status (TCS) or Pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS as E-filers through the website www.SARS.co.za.
- 2.4 Bidders may also submit a printed TCS together with the bid.
- 2.5 In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate proof of TCS / PIN / CSD NUMBER.
- 2.6 Where no TCS is available but the bidder is registered on the CSD, a CSD number must be provided.

3. REASONS FOR DISQUALIFICATION

Statistics South Africa reserve the right to disqualify any service provider which does any one or more of the following, and such disqualification may take place without prior notice to the offending service provider.

- 3.1. Service provider that submitted incomplete documentation and/or information as per the requirements of this bid.
- 3.2 Service provider which submitted information that is fraudulent, factually untrue or inaccurate, for example membership that does not exist, BBBEE credentials, experience, etc.
- 3.3 Service provider that receive information not available to the other service providers that may result in such having unfair advantage over other service providers.
- 3.4 Service provider that does not comply with mandatory requirements as stipulated in this bid specification.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF STATISTICS SOUTH AFRICA					
BID NUMBER:	STATS SA 005/20	CLOSING DATE: 07 APRIL 2021		CLOSING TIME:	11:00
DESCRIPTION	Appointment of service provider/s to provide physical guarding security services for KwaZulu-Natal Provincial Office, Ethekwini, Ilembe, Uthungulu, Umkhanyakude, Zululand, Umzinyathi, Amajuba, Uthukela, Umgungundlovu, Harry Gwala and Ugu District offices for Statistics South Africa (Stats SA) for a period of thirty six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Security Services)

NAME OF BIDDER:

BID NO: **STATS SA 005/20**CLOSING TIME 11:00 ON **07 APRIL 2021**OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO TAX	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE</u> <u>ADDED</u>
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APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE PHYSICAL GUARDING SECURITY SERVICES FOR KWAZULU-NATAL PROVINCIAL OFFICE, ETHEKWINI, ILEMBE, UTHUNGULU, UMKHANYAKUDE, ZULULAND, UMZINYATHI, AMAJUBA, UTHUKELA, UMGUNGUNDLOVU, HARRY GWALA AND UGU DISTRICT OFFICES FOR STATISTICS SOUTH AFRICA (STATS SA) FOR A PERIOD OF THIRTY SIX (36) MONTHS.

1. KZN Provincial Office - Night Shift Guard (4X Grade C) and Day Shift (4X Grade C)

R.....

Equipment

Base Radio's

R.....

Hand Carried Radios

R.....

Any Other Costs

R.....

Total Cost per Month

R.....

2. Ethekwini District Office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's

R.....

Hand Carried Radios

R.....

Any Other Costs

R.....

Total Cost per Month

R.....

3. Ilembe District Office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

4. Uthungulu District Office - Night Shift Guard (1X Grade C) and Day Shift (1X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

5. Umkhanyakude District Office - Night Shift Guard (1X Grade C) and Day Shift (1X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

6. Zululand District Office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

7. Umzinyathi District Office - Night Shift Guard (1X Grade C) and Day Shift (1X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

8. Amajuba District Office - Night Shift Guard (2X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

9. Uthukela District Office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

10. Umgungundlovu District office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

11. Harry Gwala District Office - Night Shift Guard (1X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

12. Ugu District Office - Night Shift Guard (2X Grade C) and Day Shift (2X Grade C)

R.....

Equipment

Base Radio's R.....

Hand Carried Radios R.....

Any Other Costs R.....

Total Cost per Month R.....

Required by: Statistics South Africa

Please Note:

Is the offer to specification _____ YES/NO

If not to specification, state deviation(s) _____

*Price: Firm/ not firm _____

If not firm state reason: _____

Any enquiries regarding bidding procedures may be directed to:

STATISTICS SOUTH AFRICA

Bid Office

Call 012- 310 8940/6978/8359/2114 OR 012-337 6413

E-MAIL ADDRESS: bidoffice@statssa.gov.za

DECLARATION OF INTEREST

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

¹"State" means –

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

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

business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person YES / NO

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
 PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

May 2011

Failure to submit this document with your bid
may result in the invalidation of your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The principle of Industrial Participation (IP) became obligatory with effect from 1 September 1996. The IP policy and guidelines was fully endorsed by Cabinet on 30 April 1997. In essence this means that all state and parastatal purchases / lease contracts (goods, works and services) entered into after this date are subject to an IP obligation. **No contract will be awarded to a bidder if the latter has not satisfied the Industrial Participation requirement.**

1. PILLARS OF THE PROGRAMME

1.1 The IP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have an IP obligation. This threshold can be reached as follows:

- (i) Any single contract exceeding US \$10 million; or
- (ii) multiple contracts for the same products or services each exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
- (iii) a contract with a renewable option clause, where should the option be exercised the total value will exceed US \$10 million.

1.2. The obligation will amount to 30 % of the imported content. That is, if the imported content is \$10 million, the obligation will amount to \$3 million. IP arrangements to satisfy the obligation include investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and Research and Development (R&D) collaboration, that can be negotiated with partners or suppliers.

1.3. A period of seven years has been identified as the time frame in which to discharge the obligation.

1.4. IP is obligatory and therefore must be addressed.

2. Requirements of the Department of Trade and Industry

2.1 To enable the Department of Trade and Industry to determine whether the total amount of various contracts awarded by the relevant organs of State to a specific contractor, exceeds the prescribed threshold of US \$ 10 million, the accounting officer / authority must obtain clearance from the Department of Trade and Industry regarding the National Industrial Participation Programme prior to the award of any bid in excess of R10 million (**ten million rands**).

HOW TO SATISFY THE IP REQUIREMENTS

1. Bidders are advised to initiate discussions with the Department of Trade and Industry (Industrial Participation Secretariat) regarding business proposals.
2. Business proposals must reflect new or incremental economic activity that is to be to the mutual benefit of both the South African economy and to the bidder. Projects must be submitted to the Industrial Participation Secretariat for approval before implementation.
3. Conditional contracts, subject to winning the bid, are signed with all potential bidders. An agreement only becomes effective upon winning the bid. Only one contract will therefore become effective. This agreement is between the Industrial Participation Secretariat and the bidder and therefore does not involve the purchasing entity.

For further details about the programme, contact -

The Department of Trade and Industry (DTI) Telephone numbers: (012) 310-9667
Private Bag X84 0861 843384
PRETORIA Fax number: (012) 322-4523
0001

A conditional agreement for the purpose of this bid has been reached between the bidder and the Industrial Participation Secretariat.	
	Name of company / bidder:
	 <i>Signature: Bidder</i>
	Name (in print):
..... <i>Signed on behalf of DTI</i>	Telephone number:
Name (in print):	Fax number:
Date:	Postal Address:
	
	
	Date:

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance 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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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)



stats sa

Department:
Statistics South Africa
REPUBLIC OF SOUTH AFRICA

Bid specification for the appointment of Security Service Provider(s) for KwaZulu-Natal Provincial and District Offices for a period of thirty-six (36) months.

Appointment of a service provider for the rendering of security services for:

- **Provincial Office (85 On Field, Joe Slovo Street, Durban)**
- **Ethekwini District Office (8th Floor, South Tower, Liberty Towers, 214 Dr Pixley ka Seme Street, Durban)**
- **Ilembe District Office (05 Smithers & Haysom Road, Stanger)**
- **Uthungulu District Office (25 Union Street, Empangeni)**
- **Umkhanyakude District Office (Old Town Talk Building, Eagle Street, Mkhuze)**
- **Zululand District Office (292 Boeren Street, Vryheid)**
- **Umzinyathi District Office (50 Wilson Street, Dundee)**
- **Amajuba District Office (Nedbank Building, 50 Harding Street, Newcastle)**
- **Uthukela District Office (284 Murchison Street, Ladysmith)**
- **Umgungundlovu District Office (171 Jabu Ndlovu Street, Pietermaritzburg)**
- **Harry Gwala District Office (175 Margaret Street, Ixopo)**
- **Ugu District Office (Sub 142, Marburg Commonage, Main Harding Road, Port Shepstone)**

The service provider must ensure a continuous, 24 (twenty four) hour coverage and 7 (Seven) days per week security service at the above-mentioned sites. The security service provider must ensure that the following services are provided at all times:

1. Scope of services

The security service provider must ensure the following services are provided 24 hours a day, 7 days a week:

- 1.1 To act as authority officers in terms of the Control of Access to Public Premises and Vehicle Act, Act No. 53 of 1985.
- 1.2 Be responsible for access control, guarding of premises, patrolling of premises, escorting of VIPs and service providers, protection of personnel, Occupational Health and Safety activities, protection of information, protection of visitors and their personal belongings

and execute other security functions as required by the Director/Provincial Security Coordinator: Security Management.

- 1.3 To record incidents/events in an occurrence book and report such incidents/events to the Provincial Security Coordinator.

2.	QUALIFYING CRITERIA (It is mandatory to complete the table below and specify 'Yes' or 'No' on the relevant fields)	Comply Yes/No
	2.1 Compliance to the bid specification	
	2.1.1 A comprehensive company profile with the following: • Management Structure • References of current and previous security service projects (i.e. name of department/organisation, telephone number, contact person and period) • Experience and track record	
	2.2 Company registration with Private Security Industry Regulatory Authority (PSIRA) (Attach certified copy of PSIRA certificate)	
	2.3 Registration of Security Officers with PSIRA (Attach certified copies of PSIRA registration)	
	2.4 State salaries of each Grade (Minimum wage determination) Proof of company payroll	
	2.5 Capacity to provide a continuous 24-hour service seven days a week.	
	2.6 Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner.	

	2.7 Is the company or close corporation and every Director of the company or every member of the close corporation registered in terms of section 20(2)(a-b) the Private Security Regulatory Authority Act (Act No. 56 of 2001)?	
	2.8 Are all your employees registered as security officers in terms of section 23(1)(a-j) of the Act (Act No. 56 of 2001)? Attach certified copies of company references	

3.	SPECIAL CONDITIONS
	3.1 All prices quoted must be VAT inclusive.
	3.2 Stats SA will not provide upfront payments; however, payment will be made upon receipt of invoices subjected to Stats SA's verification and approval of received documents.
	3.3 Any dispute arising from any matter in connection with this contract shall be dealt with as stipulated in the Service Level Agreement (SLA). The successful bidder/s shall comply with the attached General Conditions of Contract and special conditions agreed between Stats SA and the Service Provider. The award of the contract shall be subject to the signing of a further detailed contract referred to above. In the event that the parties do not agree on the contents of the further contract, the award shall be null and void.
	3.4 All bidders should submit, together with their proposal, the board resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal documents on behalf of the company.
	3.5 Upon award of the bid the successful bidder shall enter into an agreement with Stats SA. The said agreement shall be in a format prescribed by Stats SA.
	3.6 Stats SA shall conduct security screening of the bidders in compliance with section 2A of the National Strategic Intelligence Act (Act No. 67 of 2002). This security screening shall be done through an independent body/organisation.

	3.7 Adverse findings could impact on the conclusion of the contract inclusive of termination without recourse. 3.8 The successful bidder shall provide the service required based on the set timelines and as per schedule to be provided by Stats SA. 3.9 The department reserves the right to award this bid to a single or multiple service providers. 3.10 Bidders must undertake to provide a certain and reasonable number of additional staff as required for the rendering of services at the site during crisis situations.
	3.11 Bidders must be in a position to assume duty after signing the SLA. 3.12 The department reserves the right to check the services rendered by the successful bidder at any time in order to ensure that the service is rendered in accordance with the conditions of contract. 3.13 The department reserves the right to require from the successful bidder that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The department will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses. 3.14 The departmental representative will have the right to check daily whether sufficient personnel are available on site in terms of the conditions. 3.15 The successful bidder will be held liable for any damage or loss suffered by the department as a result of the successful bidder's own or his/her employees' negligence or intent which originated at the site. 3.16 The department will not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's site in cases where the loss originated as a result of gross negligence. 3.17 The department is indemnified against liability compensation or legal expenses in respect of the following cases: • Loss of life or injuries which may be sustained by the security personnel during the execution of their duties. • Damage to or destruction of any equipment or property of the successful bidder during the execution of their duties.

	- Any claims and legal costs which may ensue from the failure by or acts committed by the security personnel against third persons, which include illicit frisking, illicit arrest and other illicit or wrongful deeds. - Non-payment of salaries by the service
	3.18 The department shall notify the successful bidder of the claim he/she is liable for in writing. 3.19 The successful bidder must, at his/her own expense, take out sufficient insurance against any claim, costs, loss and/or damage ensuing from his/her obligations.
	3.20 The successful bidder may not, unless otherwise specified, make use of any of the department's equipment aids and/or property including, inter alia, vehicles, stationery and firearms.
	3.21 The successful bidder is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
	3.22 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided. Must be returned in same condition upon termination or expiry
	3.23 The successful bidder's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat.
	3.24 Under no circumstances are security officers allowed to conduct trade while on duty.
	3.25 The successful bidder shall not erect or display any signs, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever in or to the department's building or sites or any part thereof without written consent. The contractor shall not publically display at the site any article or object which might be regarded as objectionable or undesirable.
	3.26 Any sign, printer matter, printing, nameplate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed.

3.27 CONDITIONS: Legislation

3.27.1 The security service is to be rendered in accordance with the constitution of the Republic of South Africa, Private Security Industry Regulatory Authority Act No. 56 of 2001 PSIRA regulations, PSIRA code of conduct and any other applicable legislation.

	OFFICE	ADDRESS	SHIFTS	NO. OF SECURITY OFFICERS	MALE/ FEMALE	GRADE
1	KZN Provincial Office	85 On Field, Joe Slovo Street, Durban	Day shift	4	M&F	C
			Night shift	4	M	C
2	Ethekwini District Office	8 th Floor, South Tower, Liberty Towers, Dr Pixley Ka Seme Street, Durban	Day shift	2	M/F	C
			Night shift	1	M	C
3	Ilembe District Office	05 Smithers & Haysom Road, Stanger	Day shift	2	M/F	C
			Night shift	1	M	C
4	Uthungulu District Office	25 Union Street, Empangeni	Day shift	1	M/F	C
			Night shift	1	M	C
5	Umkhanyakude District Office	Old Town Talk Building, Eagle Street, Mkhuze	Day shift	1	M/F	C
			Night	1	M	C
6	Zululand District Office	292 Boeren Street, Vryheid	Day shift	2	M/F	C
			Night shift	1	M	C
7	Umzinyathi District Office	50 Wilson Street, Dundee	Day shift	1	M/F	C
			Night shift	1	M	C
8	Amajuba District Office	4 th Floor, Nedbank Building, 50 Harding Street, Newcastle	Day shift	2	M/F	C
			Night shift	2	M	C
9	Uthukela District Office	284 Murchison Street, Ladysmith	Day shift	2	M/F	C
			Night shift	1	M	C
10	Umgungundlovu District office	171 Jabu Ndlovu Street, Pietermaritzburg	Day shift	2	M/F	C
			Night shift	1	M	C
11	Harry Gwala District Office	175 Margaret Street, Ixopo	Day shift	2	M/F	C
			Night shift	1	M	C
12	Ugu District Office	Sub 142, Main Harding Road, Port Shepstone	Day shift	2	M/F	C
			Night shift	2	M	C
TOTAL NUMBER OF GUARDS: GRADE "C"				40		

	3.28 The successful bidder must provide the following security officers required for the successful rendering of services as follows: It is the responsibility of the successful bidder to ensure that security officers employed for the rendering of service meet the following requirements at all times.	
	3.29 SECURITY OFFICERS GRADE C: Security officers must have at least Grade 12 (matric) level with PSIRA Grade C qualification and registration.	
	3.29.1 Security officers must have thorough understanding of standard operating procedures and duties.	
	3.29.2 Security officers must be able to communicate, read, understand and write in English and at least one main language spoken in the community.	
	3.30 SECURITY OFFICERS 3.30.1 Security officers must have undergone and passed formal security training. 3.30.2 At all times security officers must present an acceptable image/appearance which implies, inter alia, that they may not lounge about, smoke, eat or drink while attending to people. 3.30.3 Security officers must at all times present a dedicated attitude/approach to security which attitude/approach shall imply inter alia that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them. 3.30.4 Security officers must be registered as security officers/guards as required by Act No. 56 of 2001 section 23(1)(a-j). 3.30.5 Security officers must sign an undertaking in which they declare that they will refrain from any activity which might be to the detriment of the Department. 3.30.6 Security officers are prohibited from reading documents or record offices or unnecessary handling thereof. 3.30.7 No information concerning departmental activities may be furnished to the public or media by the contractor and his/her employees. 3.30.8 Security Officers must adhere to all Statistics South Africa policies and procedures. 3.31 THE SUCCESSFUL BIDDER UNDERTAKES TO ENSURE THAT THE SAME MEMBER OF HIS/HER SECURITY PERSONNEL WILL AT ALL TIMES WHEN ON	

DUTY BE FULLY EQUIPPED IN RESPECT OF:

3.31.1 Neat and clearly identifiable uniform which will include matching raincoats and overcoats.

3.31.2 PSIRA identification card worn conspicuously on his/her person at all times.

3.31.3 The following Service aids must be worn on the person of the security officer at all times during guard duty such as:

- Pocket book
- Pen
- Torch
- Radio
- Handcuffs
- Batons

3.32 At his/her headquarters the contractor must keep available for inspection staff files as well as appropriate documents of all security personnel. The appropriate documents shall include inter alia qualifications, registration certificates and security clearances.

3.33 OCCURRENCE BOOK: The purpose of the occurrence book is to give an overall picture of activities and inspections by supervisors and other occurrences at the site.

3.33.1 Compulsory occurrence book entries: The security personnel on duty must make the following entries in the occurrence book:

3.33.1.1 All listed routine procedures such as patrols undertaken, handing-over of shifts. These entries must be made clearly legible and in black ink.

3.33.1.2 All occurrences whether important, trivial or unusual, with reference to the correct time and relevant actions taken.

3.33.1.3 All security personnel activities.

3.33.1.4 The issue and/or receipt of keys indicating the time and by whom they were received or delivered.

3.33.1.5 The locking and unlocking of doors or gates indicating the time and by who locked or unlocked.

3.33.1.6 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing over must sign the entries.

3.33.1.7 After exchange of shifts, the supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.

3.33.1.8 Any special requests in respect of the rendering of services.

3.33.1.9 All personnel absenteeism must be noted in the occurrence book.

Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled at the side.

The contractor shall store occurrence books for the duration of the contract.

3.34 ACCESS CONTROL REGISTERS

The purpose of the registers is to have information available at all times regarding persons and vehicles admitted to the site within a specific period in cases where occurrences could take place which might lead to a judicial enquiry or investigation.

3.34.1 Pedestrian register

The register forms must be completed correctly and legibly by the security officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the visitor
- Home and work address of the visitor
- Name of the person visited
- Purpose of the visit
- Brand, calibre and number of firearms in the visitor's possession
- Signature of the visitor

3.34.2 Vehicle register

The register forms must be completed correctly and legibly by the security officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the visitor
- Registration number, make, model and colour of vehicle
- ID number
- Home and work address of the visitor
- Name of the person to be visited
- Purpose of the visit
- Brand, calibre and number of firearms in the visitor's possession
- Signature of the visitor

3.35 DUTY LIST

3.35.1 The purpose of the duty list is to serve as proof at all reasonable times that all personnel who should be on duty per shift are indeed on duty.

3.35.2 Daily, weekly or monthly duty lists of all security personnel on duty must be drawn up by the service provider and kept in the security control office at each site where the service is rendered.

3.35.3 Any change to the duty list shall be crossed out by a single line, initialled, dated and noted on the occurrence book.

3.36 STANDARD OPERATING PROCEDURE

3.36.1 The purpose of a standard operating procedure is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

3.36.2 The successful bidder must have available at the site a comprehensive standard operating procedure per duty or shift.

3.37 TWO-WAY RADIO

3.37.1 The purpose of the radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the successful bidder's headquarters.

3.37.2 One base station and three (3) hand radios must be provided per province and district office.

3.37.3 The successful bidder must at all times provide serviceable, licensed, hand-carried radios.

3.38 HANDHELD METAL DETECTORS

3.38.1 The purpose of handheld metal detectors is to detect any dangerous or prohibited weapons. Three (3) handheld metal detectors must be provided for each province and district office.

3.39 LABOUR UNREST INCIDENTS

3.39.1 If the service is interrupted or temporarily deferred because of any labour unrest, civilian disorder, a local or national disaster or any other cause beyond control of the successful bidder, the parties must come to an agreement on the methods to ensure continuation of the security services.

3.40 SUPERVISION

3.40.1 Checking of service shall be done by the successful bidder himself/herself on at least on a weekly basis

3.41 CONTROL ROOM

3.41.1 The successful bidder must ensure that the control room if not available during the bidding & awarding of the tender must within **90 days** of signing of the contract be available.

4 EVALUATION CRITERIA

This bid will be evaluated in two stages. The first stage of evaluation is based on

functionality, which will be evaluated using the following criteria and points.

4.1 FUNCTIONALITY

CRITERIA	WEIGHT
PAST EXPERIENCE: This refers to the number of years of experience of the bidder to undertake the scope of work outlined in this bid. 6 & above years (traceable references) (15) 4 –5 years (traceable references) (10) 1- 3 years (traceable references) (5)	15
TEAM CAPACITY: The bidder should demonstrate the capacity of the security team to carry out the work outlined in the scope and should be structured as follows: 1 Provide certified copies of PSIRA certificates according to the required grades (15) 2 Proof of company security officer's data base (10) 3 Provide company organogram (5)	30
SECURITY PLAN: ATTACH DOCUMENT 1 Emergency plan for bomb threats, fire and any other emergencies (10) . 2 Plan for: Liaison with police, emergency services and local authorities (10) . 3 Plan for: Identification of threats and vulnerability (10)	30
CONTROL ROOM Availability of control room 24 hours a day, 7 days a week. Control room within 150 km radius within the respective office (30) Control room between 150km and 300km radius from the respective	30

	office (20) Control room above 300km radius or more from the respective office (10) NB: Bidders that score less than 80 out 105 will be considered as submitting a non-responsive bid and will not be considered further for evaluation. 4.2 The second stage of evaluation is based on price and BBBEE Status level which will be evaluated using the following criteria and points. Price = 80 BBBEEE Status level = 20 <table border="1" data-bbox="239 672 1197 1097"> <thead> <tr> <th>Price</th><th>80</th></tr> <tr> <th>BBBEE Status level of contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	Price	80	BBBEE Status level of contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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5.	Submission of Bids 5.1 Bidders are required to submit one (1) original bid document and five (5) copies. 5.2 Statistics South Africa may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 48 hours after the request has been made; otherwise the bidder may be disqualified.																						
6.	Enquiries For more information please contact: Bid Office Tel: 012 310 2114/8940/8359/6978 or (012) 337 6413 E-mail: bidoffice@statssa.gov.za																						