

COMPULSORY BID INFORMATION MEETING

**PLEASE TAKE NOTE THAT NO LATE BIDDER(S)
WILL BE ADMITTED.**

PLACE: A COMPULSORY BRIEFING SESSION AT

1st Site: Quarantine Station; Nr.2 Polkadraai Road, Stellenbosch

TIME: 10:00.

PLACE: A COMPULSORY BRIEFING SESSION AT

2nd Site: Animal Quarantine Station Cnr Bosmansdam Road & Omuramba
Milnerton

TIME: 13:30

DATE: 13 March 2020

ENQUIRIES : GENERAL ENQUIRIES: MR. B. COETZER
TEL. NO.: (012) 319 7816

TECHNICAL ENQUIRIES: MR. J. NTIMANE
TEL NO: (021) 809-1731

**FAILURE TO ATTEND THE COMPULSORY BID INFORMATION MEETING WILL
RESULT IN THE BIDDER'S BID TO BE REJECTED.**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	4.4.12.4/15/19	CLOSING DATE:	26 March 2020	CLOSING TIME:	11:00.AM
DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR TO RENDER A SECURITY SERVICE FOR THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES AT THE PLANT QUARANTINE STATION, STELLENBOSCH AND THE ANIMAL QUARANTINE STATION, MILNERTON, WESTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES, AGRICULTURE PLACE MAIN ENTRANCE					
TENDER RECEIPTS OFFICE ROOM NO: A-GF-06					
20 STEVE BIKO ROAD, ARCADIA, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Ben Coetzer		CONTACT PERSON	Mr. James Ntimane	
TELEPHONE NUMBER	012 319 7816		TELEPHONE NUMBER	021 809-1731	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BenC@Daff.gov.za		E-MAIL ADDRESS	JamesN@daff.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE –FIRM PRICES

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

NAME OF SERVICE PROVIDER:	BID NO.: 4.4.12.4/15/19
CLOSING TIME 11:00 ON 26 MARCH 2020	

OFFER TO BE VALID FOR 90 DAYS (UNTIL 23 JUNE 2020) FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

THE APPOINTMENT OF A CONTRACTOR TO RENDER A SECURITY SERVICE FOR THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES AT THE PLANT QUARANTINE STATION, STELLENBOSCH AND THE ANIMAL QUARANTINE STATION, MILNERTON, WESTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS

PLANT QUARANTINE STATION STELLENBOSCH

FIRST YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
FIRST YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: DAY SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 6 SECURITY OFFICERS: DAY AND NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
SECOND YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
SECOND YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: DAY SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R

m.s.

Name of Bidder:

MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 6 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
THIRD YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
THIRD YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: DAY SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 3 SECURITY OFFICERS: NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 6 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 6 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT FOR A PERIOD OF THREE YEARS. Inclusive of all cost and VAT	R

ANIMAL QUARANTINE STATION MILNERTON

FIRST YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
FIRST YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: DAY SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 4 SECURITY OFFICERS: DAY AND NIGHT SHIFT (FIRST YEAR) Inclusive of all cost and VAT	R

m.s

Name of Bidder:

SECOND YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
SECOND YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: DAY SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 4 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT (SECOND YEAR) Inclusive of all cost and VAT	R
THIRD YEAR MONTHLY PRICE PER SECURITY OFFICER: DAY SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
THIRD YEAR MONTHLY PRICE PER SECURITY OFFICER: NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: DAY SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
MONTHLY PRICE FOR ALL 2 SECURITY OFFICERS: NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 4 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT (THIRD YEAR) Inclusive of all cost and VAT	R
TOTAL PRICE FOR ALL 4 SECURITY OFFICERS: DAY SHIFT AND NIGHT SHIFT FOR A PERIOD OF THREE YEARS. Inclusive of all cost and VAT	R

TOTAL PRICE FOR BOTH PLANT QUARANTINE STATION, STELLENBOSCH AND ANIMAL QUARANTINE STATION, MILNERTON, FOR THREE (3) YEARS

INCLUSIVE OF ALL COST AND VAT R

m.j.

Name of Bidder:

Period required for commencement of project after receipt of an official order

Does the offer comply with the specification(s) **Yes / No**

If not to specification, indicate deviation(s)

Period required for delivery
*Delivery: Firm / Not Firm

Did you submit a Valid Certificate B-BBEE?

B-BBEE Status Level of Contribution=.....
(A maximum of 20 points)

Technical enquiries can be directed to:

Directorate: Security Services
Tel no: 021 809 1731

General enquiries

Supply Chain Management
Tel. no. 012 319 7816

m.j

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all 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



agriculture, forestry & fisheries

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Bid invitation

BID NUMBER: 4.4.12.4/15/19

SUBJECT: THE APPOINTMENT OF A CONTRACTOR TO RENDER A SECURITY SERVICE FOR THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES AT THE PLANT QUARANTINE STATION, STELLENBOSCH AND THE ANIMAL QUARANTINE STATION, MILNERTON, WESTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS

1. GENERAL BID CONDITIONS

- 1.1 Bidders who failed to complete the bid terms of reference/specification in all aspects or failed to submit the bid terms of reference/specification will automatically be disqualified.
- 1.2 The bid must conform to the minimum requirements, as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the terms of reference/specification are acceptable.
- 1.3 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference/specification must be completed and submitted together with the bidder's response to this bid:

SBD 1	=	Invitation to bid
SBD 4	=	Declaration of interest
SBD 6.1	=	Preference points claim form
SBD 8	=	Declaration of bidder's past Supply Chain Management (SCM) practices
SBD 9	=	Certificate of Independent Bid Determination
- 1.4 The recommended bidder(s) may be requested to complete and sign all the Standard Bidding Documentation (SBD) above within five (5) working days from date of request. Failure to comply will result in disqualification of the bid.
- 1.5 The official forms as per paragraph 1.3 above and the bid terms of reference/specification must NOT be retyped. **To ensure authenticity of documents, bidders must complete the SBD forms and terms of reference/specification forms by hand, using a pen. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.**
- 1.6 No bid may be awarded to any bidder whose tax status has not been declared compliant by SARS. The recommended bidder/s that are not tax compliant according to the CSD must resolve their tax matters with SARS within seven (7) working days from date of request. Failure to comply with the aforementioned will result in the bid

M.J.

being disqualified. The Department reserves the right to consider the second bidder who is tax compliant.

- 1.7 All bidders must ensure that they are registered on the Central Supplier Database (CSD): www.csd.gov.za. Bidders are advised to ensure that their banking details are successfully verified on the CSD.
- 1.8 The Department will verify the bidder's registration on the CSD.
- 1.9 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.
- 1.10 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the Department. No service should be rendered without receipt of an official order issued by the Department. No official order will be issued unless the successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.
- 1.11 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.
 - 1.11.1 Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, will invalidate the bid.
- 1.12 During evaluation of the bids, information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or bids may be disregarded.
- 1.13 The Department may **only accept a total ceiling price** for the entire project that must be inclusive of **all costs** (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.14 The Department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. **It is mandatory for the bidder to complete the SBD 3 form (pricing schedule) in full. Should the bidder fail to complete the bid price on the SBD 3 form, the bid will be regarded as invalid. No price increases will be considered by the Department in cases where firm bid prices have been agreed upon.**
- 1.15 The Department will not be held liable for any expenses incurred by bidders in preparing and submitting bids.
- 1.16 The Department reserves the right to appoint more than one bidder, depending on conditions of the bid.
 - 1.16.1 The award of the bid may be subjected to price negotiation with the recommended bidders.
- 1.17 The Department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:

Street address
Agriculture Place
20 Steve Biko Road

ARCADIA
Pretoria
0083

- 1.18 In order to qualify for B-BBEE points, bidders are required to submit proof as a B-BBEE Status Level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and Sworn Affidavits attested by a Commissioner of Oaths together with the bids or price quotations to substantiate the B-BBEE rating claims.
- 1.18.1 Bidders who do not submit proof of B-BBEE Status Level contributor or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE.
- 1.18.2 If this bid is subject to B-BBEE prequalification criteria, failure to submit the required proof as a B-BBEE contributor will result in automatic disqualification of the bid.
- 1.19 **B-BBEE Status Level Verification Certificates submitted must be issued by the following:**
- 1.19.1 **Bidders other than EMEs and QSEs**
Verification agencies accredited by SANAS; or
- 1.19.2 **Bidders who qualify as EMEs and QSEs**
Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths.
- 1.19.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.
- 1.19.4 Public entities and tertiary institutions must submit B-BBEE Status Level Verification Certificates together with their bids.
- 1.20 For joint venture to be considered and points allocated accordingly, the following documents are required:
- 1.20.1 Agreement between parties in joint venture;
- 1.20.2 Consolidated B-BBEE certificate; and
- 1.20.3 Both parties must be registered on the Central Supplier Database with a tax compliant status.
- 1.21 Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).

1.22 **Enquiries**

Technical enquiries	James Ntimane	Tel. (021) 809-1731
General SCM enquiries	Ben Coetzer	Tel. 012 319 7816

- 1.23 The successful bidder must supply and deliver goods and services to the address as indicated in the bid documentation.
- 1.24 The validity period of this bid must be at least 90 days from the closing date of the bid.

2. CONFIDENTIALITY

- 2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2 The unauthorised disclosure of any information regarding the Department or its activities to any other organisation or individual is prohibited. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

3. COPYRIGHT

- 3.1 Copyright of all documentation in relation to this bid belongs to the Department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

4. PAYMENTS

- 4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference/Specification.

5. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the bidder that he/she will not be able to perform the services/deliver the goods within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the Department must be given immediate written notice to this effect. The Department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

6. RETENTION

- 6.1 On termination of this agreement, the bidder shall on demand, hand over all documentation, information, etc. to the Department without the right of retention.
- 6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

7. EVALUATION TEAM

The Department will appoint a Bid Evaluation Committee to evaluate the bid submissions. The committee will make recommendations to the Bid Adjudication Committee.

8. EVALUATION OF BIDS

Bids will be evaluated on the following basis:

8.1 Phase 1: Prequalification criteria

- 8.1.1 The following prequalification criteria will be applicable to this bid:

(i) **B-BBEE Status Level of 1 to 2**

8.1.2 Bidders that do not meet the pre-qualification criteria stipulated in paragraph 8.1.1 above will be disqualified from further evaluation. **Bidders must submit proof of B-BBEE Status Level of Contributor that complies with paragraph 1.18 above (Sworn Affidavits or B-BBEE Status Level Verification Certificates issued by SANAS accredited verification agencies).**

8.2 Phase 2: Compliance with minimum bid requirements

8.2.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.

8.3 Phase 3: Evaluation for price and preference point system

8.3.1 Only bidders who met all the minimum requirements in terms of paragraph 8.2.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 6 and 7 of 2017 as indicated in the SBD 6.1 form.

8.4 Phase 4: Awarding of bid

8.4.1 The bid will be awarded to the bidder who scores the highest total number of points in terms of the preference point system (Price and B-BBEE points), unless objective criteria in terms of section 2(f) of the Act justify the award of the bid to another bidder.

9. LATE BIDS

9.1 **All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 am on 26 March 2020. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Reception Area, 20 Steve Biko Road, Arcadia.**

9.2 Bids received late shall not be considered. The bidding box shall be locked at exactly **11:00 am**. The closing time will be in accordance with Telkom time (1026).

9.3 Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the Department's gate.

10. COMPULSORY SITE VISIT [IF APPLICABLE]

10.1 Bidders not attending a compulsory site visit (if applicable) will automatically be disqualified.

10.2 No late arrivals by bidders for a compulsory site visit will be allowed.

11. COMPULSORY BRIEFING SESSION [IF APPLICABLE]

11.1 Bidders not attending a compulsory briefing session (if applicable) will automatically be disqualified.

11.2 No late arrivals by bidders for a compulsory briefing session will be allowed.

12. FRAUD AND CORRUPTION

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

13. REJECTION OR CANCELLATION OF BIDS

13.1 The Department reserves the right to reject or cancel bids.

13.2 Bids may be cancelled for any of the following reasons:

13.2.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

13.2.2 If the bidder or any of its directors have:

- (i) Abused the SCM system of any government department.
- (ii) Failed to perform any previous contract and the proof thereof exists.
- (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- (iv) If there is proof of fraud or any other improper conduct in relation to such system.

13.2.3 Due to changed circumstances, there is no longer a need for the goods or services requested.

13.2.4 Funds are no longer available to cover the total envisaged expenditure.

13.2.5 No acceptable bids are received.

13.2.6 Due to material irregularities in the bid process.

Terms of Reference/Specification

BID NUMBER: 4.4.12.4/15/19

SUBJECT: THE APPOINTMENT OF A CONTRACTOR TO RENDER A SECURITY SERVICE FOR THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES AT THE PLANT QUARANTINE STATION, STELLENBOSCH AND THE ANIMAL QUARANTINE STATION, MILNERTON, WESTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

- (a) This bid represents the requirements of the Department of Agriculture, Forestry and Fisheries for the appointment of a contractor to render security services for the Department of Agriculture, Forestry and Fisheries at the Plant Quarantine Station, Stellenbosch and the Animal Quarantine Station, Milnerton, Western Cape Province for a period of three (3) years.
- (b) The successful supplier(s) (hereafter referred to as “the contractor”), will be responsible to render security services as stipulated in this requirement.

2 Operational conditions

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
2.1	Service required.			
The rendering of security services at the following departmental sites:				
2.1.1 The Department will appoint only one security company for both buildings/sites.				
	(i) Plant Quarantine Station 2 Polkadraai Road Stellenbosch			
	(ii) Animal Quarantine Station Cnr Bosmansdam Road & Omuramba Milnerton			

M.J.

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
Item	Number			
<p>2.2 (a) The following security officers and operational hours required:</p> <p>(i) Plant Quarantine Station:</p> <p>Security Officer-Grade C (Unarmed) Day Shift:06:00-18:00 Saturday to Sunday (Weekends) and Public Holidays.</p> <p>Security Officer – Grade C (Unarmed) Night Shift: 18:00 to 06:00 – Monday to Sunday, (Weekends) and Public Holidays.</p>	<p>3</p> <p>3</p>			
<p>(ii) Animal Quarantine Station</p> <p>Security Officer-Grade C (Unarmed) Day Shift:06:00-18:00 Saturday to Sunday (Weekends) and Public Holidays.</p> <p>Security Officer – Grade C (Unarmed) Night Shift: 18:00 to 06:00 – Monday to Sunday, (Weekends) and Public Holidays.</p>	<p>2</p> <p>2</p>			
<p>2.2 (b) The bidder shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific site for the duration of this contract. A list of officers together with the documentations specified in paragraph 2.2.2.3 must be supplied once the contract is awarded to a successful bidder.</p>				
<p>2.2 (c) Replacement of any security officers may only be executed with prior consent of the Deputy Director/Director: Security Services. Security officers must comply with the bid requirement as per paragraph 2.2 (a).</p>				

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
2.2.1	The following functional Security Equipment is required:			
(a)	<p>The successful bidder must have a fully Operational Control Room equipped with a base radio for the contract period. The Control Room must be operational for 24 hours, seven days a week and must be connected to the DAFF sites. The control room must be fully operational within ten (10) working days from signing of the contract.</p> <p>(b) The control room must be fitted with a telephone line and instrument or dedicated cellular phone</p> <ul style="list-style-type: none"> - The Department will from time to time inspect the Operational Control Room. If the Control Room is not operational, the Department may consider terminating the contract. 			
(c)	<p>The successful bidder must have an electronic clocking system in place to monitor the movement and patrols conducted by the security officers at the sites.</p> <ul style="list-style-type: none"> - The successful bidder must submit on a monthly basis reports per site with regards to the monitoring of the movement of security officers and security vehicles to the Directorate: Security Services. 			
(d)	<p>Each security officer on duty must have the following equipment:</p> <ul style="list-style-type: none"> - A portable hand held 2-way radios (to be programmed to successful bidder's frequency at all times); - Torches; - Batons; - Pocket books; and - Handcuffs. 			
(d)	<p>The successful bidder must ensure that security registers as required in terms of paragraph 2.4.4 are always available for the duration of the contract period.</p>			

M.J.

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
(e)	For the duration of this contract the successful bidder must allocate a branded vehicle (either by branding or sticker) for inspections/site visits and emergency response.			
(f)	The successful bidder must ensure that all appointed security officers wear branded uniforms while on duty.			
2.2.2 Registration in terms of Private Security Industry Regulatory Authority, minimum qualification and minimum requirements of security officer				
2.2.2.1	The bidder must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). A certified current and valid copy of registration must be attached with the bid.			
2.2.2.2	All appointed security officers must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).			
2.2.2.3	The successful bidder must submit certified copies of current and valid PSIRA registration certificates and Identity Documents of each security officer appointed before commencement of the contract. The documents will be filed with the Directorate: Security Services of the Department for reference purposes as part of the contract.			
2.2.2.4	All appointed security officers must have completed at least a Grade 12 Certificate.			
2.2.2.5	All appointed security officers must not be younger than 18 years of age.			
2.2.2.6	The appointed security officers must have two years security experience.			
2.2.2.7	The Department will screen all appointed security officers to determine whether they comply with the Department's requirements. If the appointed security officer does not meet the Department's requirements, the Department may request that the security officer be replaced with a suitable security officer.			
2.2.2.8	The successful bidder will be required to submit SAPS Criminal Record Centre clearance certificates, at the bidders own expense, to the Directorate: Security Services of the Department, in respect of all personnel rendering a security service to the Department before commencement of duties.			

m.g.

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
<p>2.2.2.9 The successful bidder must ensure that no appointed security officer be allowed to work a daily shift longer than twelve hours. The Department will monitor the compliance.</p>			
<p>2.2.2.10 All appointed security officers must ensure compliance to the Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985, The Trespass Act, 1959 (Act No. 6 of 1959) as well as the security policy and procedures of the Department.</p>			
<p>2.2.2.11 Upon the appointment of the successful bidder, the security officer's profiles must be provided.</p>			
2.2.4 Minimum wages			
<p>2.2.4.1 The successful bidder must ensure that all appointed Security Officers are remunerated according to the minimum monthly basic wage of Security Officer – Grade C as determined by the Private Security Industry Regulatory Authority tariffs (applicable to the relevant area).</p>			
<p>2.2.4.2 The Department will from time to time verify whether appointed security officers are indeed remunerated according to the minimum monthly basic wage of Security Officer – Grade C as determined by the Private Security Industry Regulatory Authority tariffs.</p> <p>If it is determined that the successful bidder does not comply with the minimum monthly basic wage of Security Officer – Grade C as determined by the Private Security Industry Regulatory Authority tariffs, the Department may immediately terminate the contract.</p>			
<p>2.2.4.3 The successful bidder must ensure that wages of appointed security officers are paid on time to prevent possible security breaches on the premises of the Department as a result of late payment. Proof of security office's payment must be submitted with the invoice.</p>			
<p>2.2.4.4 Failure of the successful bidder to pay employees timeously may result in the immediate termination of the contract.</p>			

M.J.

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
2.2.5	Assumption of duty			
2.2.5.1	The successful bidder must be in a position to supply security services to the Department within one week after the date of signing of the contract.			
2.2.6	Provision of personnel in crisis situation			
2.2.6.1	The successful bidder must provide alternative security personnel in cases of labour disputes on condition that the alternative personnel comply with the minimum requirements as per this bid requirements and contract conditions.			
2.2.6.2	The Directorate: Security Services of the Department must be informed prior to the placement of alternative personnel.			
2.2.7	The successful bidder must provide the following protection services:			
2.2.7.1	The protection of State officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977);			
2.2.7.2	The protection of State property at the intended sites and the protection of said property against theft and vandalism;			
2.2.7.3	The protection of information of the department.			
2.2.7.4	The protection of the business process of the Department against any interruption.			
2.2.7.5	Any breach of the above incidents must immediately be reported to the Deputy Director/Director: Security Services and South African Police Services.			

mjg

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
2.2.8 Oath of secrecy				
2.2.8.1	All appointed security officers, personnel and management of the successful bidder involved with the security services of the Department of Agriculture, Forestry and Fisheries, shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration form to the Directorate: Security Services of the Department.			
2.2.8.2	The supervisor and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department and the State in general.			
2.2.8.3	The supervisor and security officers are prohibited from reading documents or records in offices or the unnecessary handling thereof.			
2.2.8.4	No information concerning the State activities may be furnished to the public or media by the successful bidder or any of his/her employees.			
2.3 Vetting/ Screening				
2.3.1	The successful bidder, its Directors and staff shall be subjected to security screening.			
2.3.2	In cases where a negative screening result is submitted by the State Security Agency of the successful bidder and/or its Directors, it will result in the termination of the contract.			
2.3.3	In cases where a negative screening result is submitted by the State Security Agency of the security officers, the individual must be immediately replaced with a suitable cleared security officer.			
2.4 General requirements for appointed security officers				
2.4.1	The following general requirements apply:			

W. J.

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
2.4.1.1 Appointed security officers must at all times be presentable, that implies that they may not sit, smoke, eat or drink while attending to clients.			
2.4.1.2 Appointed security officers must at all times present a professional attitude that implies that they shall not argue or behave discourteous towards clients.			
2.4.1.3 Appointed security officers must be physically, mentally sound and medically fit for the execution of their duties.			
2.4.1.4 The Department may from time to time ascertain whether appointed security officers are in good standing with the Private Security Regulatory Authority.			
2.4.1.5 If any appointed security officers are not in good standing with the Private Security Regulatory Authority the appointed security officers must be immediately replaced with suitable security personnel.			
2.4.1.6 No appointed security officer must sleep on duty. If an appointed security officer is found guilty of sleeping on duty, he/she must immediately be replaced.			
2.4.2 Uniforms and identification for security officers			
2.4.2.1 Each appointed security officer must at all times be dressed in a neat and clearly identifiable uniform of the successful bidder. The uniform must include amongst others matching raincoats, overcoats, jackets, jerseys, shoes etc.			
2.4.2.2 Each appointed security officer must at all times be identifiable by means of an issued PSIRA and departmental identification card.			
2.4.2.3 For the duration of this contract the successful bidder must issue corporate uniform to security offices at both sites.			
2.4.3 Security equipment			
2.4.3.1 Security equipment which are to be worn or kept on the person at all times whilst on duty, to be issued by the bidder are: (a) Baton;			
(b) Handcuffs;			

M.J.

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
(c)	Pen; occurrence book will only be written in black and red.			
(d)	Torch (whilst on night shift); with extra batteries and globes.			
(e)	Two-way radio;			
(f)	Branded uniform.			
<p>2.4.3.2</p> <p>The successful bidder must keep proper files and appropriate documents of all appointed security officers, who are employed for rendering the service to the Department. These files and documents must be available for inspection by representatives of the Department.</p> <p>The required documents shall include, amongst others, academic qualifications, training, PSIRA registration, medical certificate, payslips, copy of identification documents, etc.</p>				
<p>2.4.4</p> <p>The successful bidder is required to keep the following registers to be utilised and updated by all appointed security officers:</p> <ul style="list-style-type: none"> (i) Occurrence Book; (ii) Information Register; (iii) Staff After Hour Register; (iv) Private Property Register; (v) Visitors Register; (vi) Departmental Vehicle Register; (vii) Fire Arm Register; (viii) Contractor Register; (ix) Asset Removal Permit Register; (x) Staff Without Access Card Register; (xi) Key Register; and (xii) Pocket Book. <p>All entries in the above registers must be completed in a black or red pen.</p> <p>The Department will provide the required standards that the registers must comply with.</p> <p>The successful bidder will be responsible to provide all stationery.</p>				

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
2.4.5 Responsibilities of the successful bidder			
2.4.5.1 The successful bidder must oversee all security activities performed by appointed security officers for the duration of the contract.			
2.4.5.2 Manage and resolve all problems experienced by appointed security officers on site, which must include among others timeous payment of wages, solving family problems, management of shift rotations, various types of leaves and all other human resource related matters.			
2.4.5.3 The successful bidder must ensure that all security equipment issued to appointed security officers are in good working condition for the duration of the contract.			
2.4.5.4 The successful bidder must ensure that all appointed security officers are continuously trained in security related prescripts, methods, handling of emergency situations, etc.			
2.4.5.5 The successful bidder must continuously liaise with the supervisors and managers of the Directorate: Security Services of the department on all matters related to security issues.			
2.4.5.6 The successful bidder must have formal quarterly meetings with the Directorate: Security Services of the department and submit quarterly reports of incidents, breaches etc. which transpired in the three (3) month to the Directorate: Security Services of the Department			
2.4.5.7 The successful bidder must ensure that all security officers understand the Batho Pele principles and apply it at all DAFF buildings/sites.			
2.4.5.8 The successful bidder may under no circumstances make use departmental equipment unless prior approval has been granted by the Directorate: Security Services of the department.			
2.4.5.9 The successful bidder must inspect the appointed security officers deployed at the premises of the Department once per day (weekends and public holidays included) and twice per nightshift.			

M.S.

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
<p>2.4.5.10</p> <p>The successful bidder must establish a direct line of communication between the Departments security control room and its control room.</p>			
<p>2.4.5.11</p> <p>The successful bidder must take full responsibility for the deployment of appointed Security Officers.</p>			
<p>2.4.5.12</p> <p>The successful bidder must ensure that a shift roster is displayed at all times to serve as proof that all security officers are on duty per shift.</p>			
<p>2.4.5.13</p> <p>The supervisor of the appointed security officers must draw up a shift roster: The supervisor of the successful bidder must ensure that a daily, weekly, monthly shift roster of all security officers are drawn up and kept on site where the service is rendered.</p>			
<p>2.4.5.14</p> <p>The successful bidder must ensure that each security officer per duty point on the site must have a detailed duty sheet to ensure that all security personnel on duty are familiar with their duties as required in terms of this bid and contract requirements.</p>			
<p>2.4.5.15</p> <p>The successful bidder must have a guard monitoring system in place to ensure that the site is patrolled / inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.</p> <p>The guard monitoring points must be visited at least once per hour per day. Proof of the visits must be kept as evidence.</p>			
<p>2.4.5.16</p> <p>The successful bidder must ensure that there is a contingency plan in place to ensure uninterrupted security service to the Department in cases amongst others, labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the successful bidder.</p>			
<p>2.4.5.17</p> <p>The successful bidder must ensure that appointed security officers must at all-times refrain from littering and they must keep the grounds/building/work area occupied by them clean, hygienic and neat.</p>			
<p>2.4.5.18</p> <p>The successful bidder must ensure that appointed security officers are not be allowed to trade on the departmental premises.</p>			

M.S

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
<p>2.4.5.19 The successful bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, articles or objects of any nature whatsoever, in, or against the Department's buildings or sites or any part thereof without written consent.</p>			
<p>2.4.5.20 The successful bidder shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.</p> <p>Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The successful bidder shall be held responsible for the costs of such removal and also the damages incurred as a result of such removal.</p>			
2.4.6 Responsibilities of appointed security officers' supervisors			
<p>2.4.6.1 The supervisors appointed by the successful bidder must inspect the security staff at the site and establish whether there were any security incidents or breaches and record that in legible red ink. Supervisors must audit the entries.</p>			
<p>2.4.6.2 The appointed supervisor must ensure that all changes to the shift roster shall be crossed out by a single line, initialled, dated and noted in the occurrence register and the Directorate: Security Services of the Department must be informed.</p>			
<p>2.4.6.3 The supervisor must immediately report any abnormal and or noteworthy incident to the Directorate: Security Services of the Department.</p>			
<p>2.4.7 Responsibility of appointed security officers:</p> <ul style="list-style-type: none"> • All appointed security officers deployed at the duty points/sites of the Department are responsible for amongst others: 			
<p>2.4.7.1 To act as an authorised official in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).</p>			

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
2.4.7.2 To perform access control duties as prescribed, patrol premises, and execute functions required by the Departmental shift supervisors (including the safeguarding of personnel, property and information).			
2.4.7.3 To record events/incidents in the prescribed registers and report it to the shift supervisor and successful bidder.			
2.4.7.4 The protection of State property on the site, and the protection of the said property against theft, fire and vandalism.			
2.4.7.5 The protection of the State's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).			
2.4.7.6 The protection of State information against any espionage and/or leakage to the wrong hands.			
2.4.7.7 Controlling/reporting/registering on the movement of persons or vehicles through checkpoints or gates.			
2.4.7.8 Conducting searches on staff members, members of the public and, if necessary, restrain them.			
2.4.7.9 Patrolling the premises and the offices of Department of Agriculture, Forestry and Fisheries.			
2.4.7.10 Providing assistance during emergency situations.			
2.4.7.11 Ensuring that security registers are up to date and kept legible and neat at all times.			
2.4.7.12 Escorting employees or visitors.			
2.4.7.13 Appointed Security Officers shall report on duty at least 15 minutes before the shift starting times to ensure proper shift rotation and handing over. All signatures/information regarding the handing-over must be provided.			
2.4.7.14 Avoiding any conflicts with the staff members or members of the public.			
2.4.7.15 Reporting any lost and found articles and goods to the shift supervisor.			

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
2.4.7.16 Acting as an emergency officer during emergency situation until the arrival of Departmental Security Officials.			
2.4.7.17 The issue and/or receipt of gate keys, indicating the time and by whom it was received.			
2.4.7.18 The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked.			
2.4.7.19 Under no circumstances must an entry in the registers 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. No lines must be skipped, no blank spaces must be left.			
2.4.7.20 Lost articles found at the site and of which the owner could not immediately be found, must be handed in at the security control room on site for safekeeping and recorded in the occurrence register. These lost articles must then be handed over to the Directorate: Security Services of the Department.			
2.4.7.21 No documentation or any other deliveries must be received or accepted by the security officer of the successful bidder. In these cases, a representative of the Department must be informed to ensure collection of delivery of documentation and/or goods or services.			
2.4.7.22 The successful bidder must ensure that all governmental vehicles which enter or exit the departmental premises do so with a valid trip authorisation sheet and complete the government vehicle register.			
2.4.7.23 The following must be inspected and verified:			
(i) Determine whether the driver has the authority to drive the vehicle.			
(ii) Check the driver's licence			
(iii) Check whether the number of passengers in the vehicle correspond with the passenger name list on the trip authorisation sheet.			
(iv) Check if the damages on the vehicle correspond with the damages identified on the trip authorisation sheet.			
(v) Check whether the spare wheel, jack and wheel spanner correspond with the utilities identified on the trip authorisation sheet.			

M. J.

		COMPLY [Tick YES or NO]		
		YES	NO	REMARKS
(vi)	Ensure that returning vehicles forms and all the tools are corresponding with the checklist book issued are recorded.			
2.5 Communication between the Department and the successful bidder				
2.5.1	Meetings between the representatives of the Department and the successful bidder must be held at least once a month. The Department will keep the minutes of the meeting. On a month to month basis the service provider should provide their reports and present them together with their invoices.			
2.5.2	The successful bidder shall furnish a monthly and quarterly report of the security service, incidents, breaches etc. which transpired in the previous month to the Directorate: Security Services of the Department.			
3. CLAIMS AND LIABILITIES OF THE SUCCESSFUL BIDDER				
3.1	The successful bidder shall be held liable for any damages or loss suffered by the Department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.			
3.2	The Department shall 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 sites, even in cases where the loss originated as a result of negligence or intent on the part of the Department.			
3.3	The Department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the successful bidder, and which arise from or are the result of any act or omission by the successful bidder or an employee or agent of the successful bidder in connection with the execution of the services in terms of this contract which may result in loss of life or injuries which may be sustained by the appointed security personnel during the execution of their duties, damages to or destruction of any equipment or property of the successful bidder during the execution of their duties and any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts. This includes illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.			

Handwritten signature

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
<p>3.4</p> <p>The successful bidder must, at its own expense, take out sufficient insurance cover against any claims, costs, loss and/or damage ensuing from his/her obligations. This insurance must remain operative for the duration of the contract period.</p> <p>The successful bidder must, within 5 working days from date of signing the contract, submit to the Department a certified copy of the insurance. Failure to submit the certified copy of the insurance will result in the termination of the contract.</p> <p>The insurance must be sufficient to cover any loss and/or damage that may occur. Any shortfall will be the responsibility of the successful bidder.</p>			
<p>4.</p> <p>BIDDERS MUST PROVIDE THE DEPARTMENT WITH THE FOLLOWING DOCUMENTATION/REQUIREMENTS. FAILURE TO SUBMIT THE DOCUMENTATION/ REQUIREMENTS WITH THE BID DOCUMENT WILL RESULT IN THE BID BEING DISQUALIFIED:</p>			
<p>4.1</p> <p>Certified copy of a valid and current letter/certificate of good standing with the Compensation Fund as issued by the Department of Labour.</p>			
<p>4.2</p> <p>Certified copy of a valid and current certificate of compliance as a contributor with the Unemployment Insurance Fund issued by the Department of Labour.</p>			
<p>4.3</p> <p>Certified copy of valid and current registration certificate issued by Private Security Industry Regulatory Authority (PSIRA) for the bidder and the Directors.</p>			
<p>4.4</p> <p>The bidder must submit at least three (3) references of security contracts successfully executed in the past five (5) years</p> <p>The references must have at least the following information:</p> <ul style="list-style-type: none"> - Name of the company; - nature of the contract - contact persons; and - contact details (telephone number, e-mail address). <p>References submitted must be contactable, either telephonically or electronically.</p>			

M. J.

	COMPLY [Tick YES or NO]		
	YES	NO	REMARKS
<p>4.5</p> <p>A budget breakdown that must include at least the following:</p> <ul style="list-style-type: none"> - Direct cost of compensation per security officers according to current PSIRA rates; - Cost of equipment required for this bid; - Percentage share of overheads for this bid according to current PSIRA pricing structure; - Percentage profit for this bid per year. <p>Bidders whose bid prices are lower than the direct cost as per the current PSIRA rates will automatically be disqualified.</p> <p>Bidders must include the PSIRA price increases per annum into the bid contract period as no price increases will be allowed for this bid.</p>			

5. Bidders must ensure that the following documentation are completed, signed and submitted as failure will result in the bid being disqualified:

- 5.1 Terms of Reference/Specification;
- 5.2 SBD 1 form;
- 5.3 SBD 3 form;
- 5.4 SBD 4 form;
- 5.5 SBD 6.1 form;
- 5.6 Proof of B-BBEE Status Level of contributor
- 5.7 SBD 8 form;
- 5.8 SBD 9 form;
- 5.9 Company registration document;
- 5.10 Copies of ID documents for directors;
- 5.11 Certified copy of a valid and current letter/certificate of good standing with the Compensation Fund as issued by the Department of Labour.
- 5.12 Certified copy of a valid and current certificate of compliance as a contributor with the Unemployment Insurance Fund issued by the Department of Labour.
- 5.13 Certified copy of valid and current registration certificate issued by Private Security Industry Regulatory Authority (PSIRA) for the bidders and the Directors.
- 5.14 The bidder must submit at least three (3) references of security contracts successfully executed in the past five (5) years
- 5.15 A budget breakdown

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

NAME AND CAPACITY: _____

SIGNATURE OF BIDDER

DATE

NAME OF COMPANY: _____

M.J

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)