



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**RENDERING OF SECURITY SERVICES TO THE
DEPARTMENT FOR THREE (3) YEARS.**

FEBRUARY 2018

A decorative graphic consisting of a vertical green line on the left side of the page and a horizontal green line crossing it, forming a crosshair shape.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE					
BID NUMBER:	NCDSAC-004-2017	CLOSING DATE:	16 MARCH 2018	CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF SECURITY SERVICES TO THE DEPARTMENT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAIN RECEPTION					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
22 ABATTOIR ROAD					
KIMBERLEY 8301					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR NAME:		
[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 PART B:3 BELOW]	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Sport, Arts and Culture		CONTACT PERSON	Mr. Matin Le Grange	
CONTACT PERSON	Mr. H Nieuwenhuizen		TELEPHONE NUMBER	(053) 807 4900	
TELEPHONE NUMBER	(053) 807 4920		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	MleGrange@ncpg.gov.za	

E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za	
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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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<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 checked="" type="checkbox"/>	<input checked="" 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	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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>..... 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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:		

NCP 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART B2: RETURNABLE DOCUMENTS

B2.1 - List of Returnable Documents

DEPARTMENT OF SPORT, ARTS AND CULTURE

RENDERING OF SECURITY SERVICES TO THE DEPARTMENT.

B2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

1 Returnable Schedules required only for bid evaluation purposes

- Record of Addenda to Bid Documents
- Compulsory Enterprise Questionnaire
- Schedule of bidder's experience

2 The following documents must be accompany all applications and failure to submit these documents will lead to automatic disqualification and no pre-qualification/evaluation can be done:

- i. Bidder registration on central supplier database for government;
- ii. Valid, certified SANAS Broad Based Black Economic Empowerment (BBBEE) Status Level Certificate obtained from a SANAS registered service provider (The BBBEE Certified should preferably be valid and original, however should this not be available then a valid and original certified copy (not a copy of a certified copy) will be accepted);
- iii. Certified copy of registration of company as a security service provider with PSIRA;
- iv. Valid letter of good standing for COIDA, Provident Fund and UIF;
- v. Proof of functional control room based in the Northern Cape;
- vi. Owner(s) or Directors registered and in possession of PSIRA Grade C/D/E;
- vii. The security company must possess a minimum R10million public liability insurance cover from a reputable insurer or financial service provider;
- viii. Company/Entity profile and capability;
- ix. Company registration certificate from the Registrar of Companies;
- x. In case of a Joint Venture, a Joint Venture Agreement signed by all parties;
- xi. Certified copies of Identity Documents of the Main Shareholders/Directors of the Company, except for listed companies, where an original copy of a company letterhead must be submitted;
- xii. In case of a Joint Venture, SARS "Tax Clearance Pin" of all bidders should be submitted, and a consolidated Broad Based Black Economic Empowerment (BBBEE) Status Level Certificate which must be an Original or Certified Copy;
- xiii. Audited Financial Statements of the tenderer for the previous two (2) financial years, or to the extent that such statements are not available, the last financial year's statements must be submitted. In case of a Joint Venture especially formed for this tender, the previous two (2) financial years, or to the extent that such statements are not available, the last financial year's statements must be submitted for each participant in the Joint

Venture is required;

- xiv. Fully completed bid document reflecting the following:
- NCP 1 - Invitation to bid;
 - NCP 4 - Declaration of interest;
 - NCP 6.1 - Preference points claim form;
 - NCP 8 - Declaration of bidders past supply chain practices;
 - NCP 9 - Certificate of independent determination;
 - **Joint Venture Bidders (all parties) must individually complete NCP 4,8 and 9.**
 - General conditions of contract

Record of Addenda to tender documents

We confirm that the following communications received from the Department before the submission of this Bid offer, amending the Bidding documents, have been taken into account in this bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Enterprise
Name

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council
 a member of any provincial legislature
 a member of the National Assembly or the National Council of Province
 a member of the board of directors of any municipal entity
 an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
 a member of an accounting authority of any national or provincial public entity
 an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council
 a member of any provincial legislature
 a member of the National Assembly or the National Council of Province
 a member of the board of directors of any municipal entity
 an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
 a member of an accounting authority of any national or provincial public entity
 an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

B2.2 - RETURNABLE SCHEDULES

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____

Date _____

Name _____

Position _____

Enterprise
Name _____

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the 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.



DEPARTMENT OF SPORT, ARTS AND CULTURE

B1.1.1

PURPOSE AND BACKGROUND

PURPOSE

Suitably experienced service providers are invited to submit a tender proposal to provide a security service for the Department.

BACKGROUND

The Department of Sport Arts and Culture in the Province has more than ten (10) buildings and currently consist of ten (10) sites where Security Guards is been posted, Security Guards are posted on the following sites:

1. Frances Baard District
 - Head office
 - Provincial Archive
 - Ministry
 - Mervin J Erlank Precinct
 - AR Abass
 - Mayibuye Centre
 - Barkly west Library
 - Northern Cape Theatre

2. Pixley ka Seme District
 - Richmond - Library

3. Namakwa District
 - Namakwa District - District Library

B1.2 - SPECIAL CONDITIONS OF CONTRACT

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

B1.2.1

1. Proprietary Information
Department of Sport, Arts and Culture considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DEPARTMENT OF SPORT, ARTS AND CULTURE. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of Department of Sport, Arts and Culture.
2. You are hereby invited to bid for the rendering of service services to the Department of Sport, Arts and Culture.
3. Vendors should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DEPARTMENT OF SPORT, ARTS AND CULTURE in regard to anything arising from the fact that pages are missing or duplicated.
4. Validity Period
Responses to this bid received from vendors must be valid for a period of 90 days counted from the closing date of the bid.
5. Bids for rendering of security services
 - 5.1 **Proposals should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, "**RENDERING OF SECURITY SERVICES TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE.**". The sealed envelope must be placed in the tender box at the Main Reception Area of the **Department of Sport, Arts and Culture Building**, 22 Abattoir Road, Ashburnham, Kimberley, 8301 by no later than **11h00 on 16 March 2018**. The closing date, company name and the return address must also be endorsed on the envelope.

- 5.2 If a courier service company is being used for delivery of the bid document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.
- 5.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered.
- 5.4 Where a bid document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late tender. **Late proposals will not be considered.**
- 5.5 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document.
- 5.6 A list of all references/contact persons (minimum of 3) with telephone numbers must be included in the bid document.
- 5.7 SARS "Tax Clearance Pin" to validate the bidders tax matters must be included in the bid document. Failure to do so might invalidate your bid.**
- 5.8 The bidder will carry the risk to ensure that his/her bid document is submitted in the tender box of the Department of Sport, Arts and Culture if services of the South African Postal Office is used.**
- 5.9 In case of a Joint Venture, SARS "Tax Clearance Pin" of all bidders should be submitted, and a consolidated Broad Based Black Economic Empowerment (BBBEE) Status Level Certificate which must be an Original or Certified Copy. Joint Venture Bidders (all parties) must individually complete NCP 4, 8 and 9.**

A certified BBBEE STATUS LEVEL CERTIFICATE MUST BE HANDED IN WITH THE TENDER DOCUMENTS. This certified BBBEE status level certificate must be

from an agency accredited by the South African National Accreditation Systems (SANAS) or an auditor approved by the Independent Regulatory Board of Auditors (IRBA). Exempted Micro Enterprises (EME's) with a turnover less than R10 million are only required to submit an affidavit declaring this.

- 5.10 Audited Financial Statements of the bidder for the previous two (2) financial years, or to the extent that such statements are not available, the last financial year's statements must be submitted. In case of a Joint Venture especially formed for this tender, the previous two (2) financial years, or to the extent that such statements are not available, the last financial year's statements must be submitted for each participant in the Joint Venture is required.
- 5.11 Certified copy of registration of company as a security service provider with PSIRA.
- 5.12 Proof of functional control room based in Kimberley.
- 5.13 Owner(s) or Directors registered and in possession of PSIRA Grade C/D/E.
- 5.14 The security company must prove a minimum R10 million public liability insurance cover from a reputable/accredited insurer or financial service provider.
- 5.15 Valid letter of good standing for COIDA, Provident Fund and UIF;
- 5.16 Bidders **must** be registered on the National Treasury's Central Supplier Database (CSD). Bidders **must** also ensure that the information contained on the database is compliant, accurate and factual at all times. Failure to register on the database might invalidate your bid.

6. The bidder hereby offer to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this bid document.
7. Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified be submitted with the Bid.
8. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the bid.
9. This proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.
10. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, cover all the work/item(s) specified in the bid response documents, cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding this bid will be at his/her risk.
11. The bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
12. **Failure to comply with any of the conditions as set out above will invalidate the bid.**
13. **Legal Implications** - The successful service provider must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.

15. **Counter Conditions** - Bidder's attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.
16. **Prohibition of Restrictive Practices** - In terms of Section 4(1) 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:
 - 16.1 directly or indirectly fixing a purchase or selling price or any other trading condition;
 - 16.2 dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - 16.3 collusive bidding.
17. If a bidder(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.
18. **Fronting** - The Department of Sport, Arts and Culture supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Sport, Arts and Culture condemns any form of fronting.
 - 18.1 The Department of Sport, Arts and Culture, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

- 18.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- 18.3 Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Sport, Arts and Culture may have against the bidder/contractor concerned.

19. Compulsory Site Meeting

A compulsory clarification meeting will be held on Tuesday, 06 March 2018 @ 14:00 at Mayibuye Centre, Boardroom 1 & 2 (Top Floor) at Galeshewe, Cnr Shaka & Hulana Street , Kimberley, 8301.

- 20.** The Department of Sport, Arts and Culture reserves the right to cancel any bid.

THIS FORM MUST BE COMPLETED AND BE RETURNED WITH YOUR BID DOCUMENT

EVALUATION CRITERIA

The Department will use the 80/20 preference point system to evaluate bids:

PRICE..... 80
BBEE..... 20

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

THE FOLLOWING CRITERIA FOR FUNCTIONALITY WILL APPLY WITH REGARDS TO THE BID:

1. FIRST PHASE - PRE-QUALIFICATION

THIS BID IS ONLY RING-FENCED TO TWO (2) TYPES OF COMPANIES BEING:

- (i) EME WITH A BBBEE STATUS LEVEL 1.**
- (ii) QSE WITH A BBBEE STATUS LEVEL 1.**

CRITERIA	COMPLY/NOT COMPLY
EME with a BBBEE Status Level 1	
QSE with a BBBEE Status Level 1	

NB:

NON COMPLIANCE TO THE PRE-QUALIFICATION CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION.

2. SECOND PHASE - SUBCONTRACTING AS A CONDITION OF TENDER

As part of the preferential procurement regulations, 2017 the Department is applying subcontracting to advance designated groups.

Therefore, the successful tenderer must subcontract a minimum of 30% of the value of the contract towards:

- (i) an EME which is at least 51% owned by black people who are youth.**
- (See the attached list extracted from the Central Supplier Database)*

3. THIRD PHASE - PRE-QUALIFICATION CRITERIA (MANDATORY DOCUMENTS) All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluations.

Evaluation Criteria

1 = poor 2 = fair 3 = good 4 = very good 5 = excellent

ITEM	CRITERIA	SCORING MATRIX	WEIGHT	MAX SCORE
1.	Previous experience of company	5 = 5 years plus security experience	4	20

		<p>4 = 3 - 5 years security experience.</p> <p>3 = 2 - 3 years security experience.</p> <p>2 = 1 - 2 years security experience.</p> <p>1 = Less than 1 year security experience.</p>		
2	Operational Management Plan	<p>5 = Operational Plan with Deployment strategy, Resources, Supervision Plan and Reporting.</p> <p>4 = Operational Plan with Deployment Strategy, Resources and Supervision Plan.</p> <p>3 = Operational Plan with Deployment Strategy and Resources.</p> <p>2 = Operational Plan provided with Deployment Strategy.</p> <p>1 = Operational Plan provided.</p>	4	20
3.	Contingency Plan	<p>5 = Contingency Plan with Turnaround Plan, Risk Management Plan on site, Security Industry strike plan and Fire and Bomb threat plan.</p> <p>4 = Contingency Plan with Turnaround Plan, Risk Management Plan on site and Security Industry strike plan.</p> <p>3 = Contingency Plan with Turnaround Plan, Risk Management Plan on site.</p> <p>2 = Contingency Plan with Turnaround time for replacement in case of unplanned circumstances.</p> <p>1 = Contingency Plan provided.</p>	4	20
4.	Compliance with Security	5 = Company registered with PSIRA, COIDA, UIF, and the Managing	4	20

	Regulations	<p>Director registered with PSIRA and proof of insurance or a letter of intent for insurance provided .</p> <p>4 = The company registered with PSIRA, COIDA, UIF and Managing Director registered with PSIRA.</p> <p>3 = The company registered with PSIRA, COIDA and UIF as a Labour Regulation compliance.</p> <p>2 = The company registered with PSIRA and COIDA as a Labour Regulation Compliance.</p> <p>1 = The company registered with PSIRA.</p>		
5.	Companies based in the Northern Cape	<p>10 - The company is based in the Northern Cape</p> <p>1 - The company is based outside the Northern Cape</p> <p>(No affidavit will be accepted)</p>	1	10
6.	Functional Control Room/Facility in Kimberley	<p>10 - The company has functional control/facility in Kimberley.</p> <p>1 - The company does not have a functional control/facility in Kimberley</p>	1	10

NB:

NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHOSE TAX MATTERS ARE NOT IN ORDER, A SUPPLIER RESTRICTED BY NATIONAL TREASURY AND WHERE DIRECTORS OR MEMBERS ARE GOVERNMENT EMPLOYEES.

THE CRITERIA AND WEIGHTING WILL BE BASED ON FUNCTIONALITY WHICH HAS A WEIGHTING OF 100%.

ALL THE FUNCTIONALITY CRITERIA ARE MANDATORY AND THE SUPPLIERS NEED TO OBTAIN 65% TO BE DEEMED TECHNICALLY COMPLIANT. SITE VERIFICATION INSPECTIONS WILL BE CONDUCTED ON FUNCTIONALITY REQUIREMENTS BY DEPARTMENT OF SPORT, ARTS AND CULTURE REPRESENTATIVES AT THE SERVICE PROVIDER'S BUSINESS PREMISES. FAILURE OF WHICH THE TENDERERS WILL BE DISQUALIFIED FROM FURTHER EVALUATIONS.

SHORTLISTED BIDDERS WILL BE INVITED TO MAKE A 30 MINUTE LONG PRESENTATION TO THE BID FUNCTIONALITY PANEL ON THEIR PROPOSED BID, INDICATING THE DETAILS OF HOW THEY PLAN TO ACHIEVE THE OBJECTIVE OF THE BID. THIS PRESENTATION IS TO BE AT THE OWN COST OF THE INDIVIDUAL BIDDERS. INVITED BIDDERS THAT FAIL TO ATTEND THE PRESENTATION WILL AUTOMATICALLY DISQUALIFY THEMSELVES. THE VENUE AND TIME WILL BE FINALIZED AND COMMUNICATED TO ALL INVITED BIDDERS AT A LATER STAGE.



***DEPARTMENT OF SPORT, ARTS AND
CULTURE***

B1.3

TERMS OF REFERENCE

FOR SECURITY SERVICES

NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND CULTURE

BID: SECURITY SERVICES (NCDSAC/004/2017)

TERMS OF REFERENCE

1. SCOPE

Bids are hereby invited for the rendering of security service to the Northern Cape Department of Sport, Arts and Culture for a period of three (3) years.

2. OBJECTIVE

To provide a safe environment and to protect the property of Northern Cape Department of Sport, Arts and Culture against theft, damage, unlawful occupation, trespassing and any other criminal activity directed at the property or environment.

3. GUARDING DUTIES

3.1 PURPOSE

To patrol the entire specified area and ensure that no unauthorized person(s), organization, or company occupy, damage, add or remove material from any building or premises, which belongs to the Department of Sport, Arts and Culture. The guarding function relates to the seven (7) essential and interdependent elements of a physical security system i.e.

- Physical Security
- Monitoring Procedure
- Access Control
- Patrol Procedure
- Fire Control and Detection
- Contingency Planning
- First Aid

3.2 Training requirements of security guards

- Grade C & D
- First Aid training (Level 1 and 2)
- Basic fire fighting (level 1)
- Surveillance knowledge/background (as added advantage)
- PSIRA registration

4. RIGHTS AND DUTIES

The application of the Control of Access to the Public Premises and Vehicle Act – Act 53 of 1985.

The application of the Criminal Procedure Act – Act 51 of 1977 Sections 20, 23(b), 24, 29, 42, 46, 48, 49, 50, 51 as amended.

5. STAFF REQUIRED AND HOURS OF DUTY

5.1 Staff to be allocated per site building as indicated on the attached **Annexure A** as required per shift.

5.2 The bidder shall ensure that security guards are always on time and that sites are guarded at all times.

6. SPECIAL REQUIREMENTS

6.1 The Security guards on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs and a torch.

6.2 The Security guards must be equipped with a two-way radio, which is linked to their headquarters. If headquarters are not in Kimberley there must be a fully functional control room in Kimberley.

6.3 The preferred bidder to submit attendance registers with invoices per site for payment by the end of each month. The Department has 30 days to pay a service provider after confirmation of services.

6.4 A copy of incident register shall be submitted weekly to the Departmental official in charge of site.

6.5 The Department of Sport, Arts and Culture reserves the right to increase or decrease security guards or alter the guard category at any existing or new location.

7. INDEMNITY

The Department of Sport, Arts and Culture shall not be liable for any injury, loss or damage to the preferred bidder's security guards, equipment or vehicles whilst on the premises during the contract period.

8. TRANSFER AND CESSION

The preferred bidder shall render the security service. The use of subcontractors will not be allowed without prior written permission by Departmental Supply Chain Management in conjunction with the relevant Head of Department.

The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of **Bid NCDSAC/004/2017** or any part thereof to any person or company.

9. BREACH AND TERMINATION

Should either party commit or breach of the provisions of this contract and fail to remedy that breach (es) within 14 (fourteen) days after the receipt of a written complaint, the party that is not in default shall be entitled to cancel this contract per written notice delivered to the other party's domicilium et executnadi as per bid documents without prejudice to any other right which the non defaulting party may have as a result of such breach.

10. PRICING

The following conditions shall be applicable and forms an integral part of the bid:

- For the purpose of this contract, use will be made of the relevant Category Security Officers, as defined in the order made in terms of section 51A(2) of the Labour Relations Act 1956, as published Government Gazette No. 25075 dated 13 June 2003.
- It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 6: Private Security Sector, South Africa (Government Gazette No. 29188 dated 1 September 2006).
- Price per guard should be all-inclusive, i.e. package per year including all leave provisions and other benefits. Bidders shall also make provision in their price structure for relief security offers.

- 10.1 A general, fixed increase of 5% per annum will be applicable on this bid. Salaries/wages will be in line with any increases as published per Government Gazette in line with the Order for the Security Trade.**

11. DEFINITION

Security Officer means a security officer, grade A, B, C, D or E

Security Officer Grade A: means an employee who performs any one or more of following duties:

- a) Advising or reporting on any matter affecting guarding or protection services;
- b) Assisting in the screening of candidates for employment;
- c) Assuming responsibility for staff training;
- d) Drawing money at banks or similar institutions;
- e) Drawing money or cheques or taking possession of negotiable documents;
- f) Guarding or protecting goods;
- g) Supervising subordinate staff;
- h) Who may drive a motor vehicle in the performance of any or all the employee's duties; and
- i) Who may be called upon to perform any or all of the duties of a security officer, grade B.

Security officer grade B: means an employee who performs any one or more of the following duties, namely supervising, controlling, instructing or training security officers, grade C, D or E or general workers and reporting thereon to an employee or any other specified person, and who may-

- a) Drive a motor vehicle in the performance of any or all of the employee's duties;
- b) Be called upon to perform any or all of the duties of a security officer, grade C.

Security officer grade C: means an employee who performs any one or more of the following duties-

- a) Supervising or controlling Security Officers, grade D or E;**

- b) Driving a motor vehicle in the course of supervising or controlling Security Officers grade D or E;**
- c) Driving a motor vehicle for the purpose of transporting security officers; and**
- d) Who may be called upon to perform any or all of the duties of a Security Officer, grade D.**

Security officer grade D: means an employee who performs any or more of the following duties:

- a) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
- b) Searching persons and if necessary, restraining them;
- c) Supervising or controlling Security Officers, grade E;
- d) Searching goods or vehicles; and
- e) Who may be required to perform any or all of the duties of a Security officer, grade E.

Security officer; grade E: means an employee, other than a security officer, grade D, who performs any or more of the following duties-

- a) Guarding, protecting or patrolling premises or goods;
- b) Handling or controlling dogs in the performance of any or all of the duties referred to in (a).

12. A breakdown per site per month offers shall be submitted. Preference will be given to bidders established and operating in the municipal areas for local job creation purposes as per bid requirement.

13. REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

13.1 Bidders must provide full details of registration for both the company and the individual workers. Bidders must provide full details of PSIRA registration for both the company and its directors (owners), and proof of up-to-date payment of PSIRA annual fees. Copies of PSIRA registration certificates and/ or any other document(s) **must be certified, if not, the bid will be invalid.**

13.2 The preferred bidder(s) shall submit personal and other particulars to .

Departmental Supply Chain Management of Department of Sport, Arts and Culture within 21 days from the official notification of acceptance of offer. **All security officers as well as all relief-and replacement staff should also obtain security clearance with SAPS** and copies of such clearances provided to Departmental Supply Chain Management at Department of Sport, Arts and Culture.

14. EVALUATION CRITERIA

14.1 Bidders are requested to indicate their commitment in employing and training unemployed individuals in the Northern Cape Province.

14.2 **Security companies and their members must be registered with PSIRA when submitting bids.** Proof of this requirement must be provided by the security company at the date and time of bid closure. **Copies of PSIRA registration certificates and/or any other document(s) must be certified, if not, the bid will be invalid.**

14.3 The preferred bidder(s) is required to sign a Service Level Agreement (SLA) with the Department of Sport, Arts and Culture within 30 days before commencement of rendering of security services.

14.4 Appointed bidder(s) must have a fully functional control room in Kimberley that will be inspected prior to awarding the contract.

15. GENERAL SPECIFICATIONS

15.1 Information obtained by a security guard(s) during the course of duty shall be treated as strictly confidential and may not be divulged to a third party. Each employee dispatched to Department of Sport, Arts and Culture is required to sign the Declaration of Secrecy with the Security Manager.

15.2 The Department of Sport, Arts and Culture reserves the right to increase/decrease security personnel or alter the guard category at any current or new location.

15.3 A strike or lockout at the Department of Sport, Arts and Culture shall not affect the security company's obligation to render security services.

15.4 The preferred bidder shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security guards are on strike or lockout by their employer.

15.5 If security services are no longer required due to circumstances beyond the control of either the preferred bidder or Department of Sport, Arts and Culture

(e.g. fire, floods, war, relocation, etc.) the suspension or termination of security services shall be without cost to either party.

- 15.6 Any information provided to the preferred bidder during the course of the contract shall be treated as strictly confidential. Under no circumstances may information be divulged to any other person, the media or company. A Declaration of Secrecy shall be signed by all security guards in the employment of the successful bidder.
- 15.7 Reports and records prepared by security guards regarding their duties and responsibilities of assignment required by the security company should be made available to Facilities Management of Department of Sport, Arts and Culture. Security reports must be written by the private security company to the security establishment of the department monthly (e.g. every 30th and 31st of each month) and the incident report must reach the office of the Security Manager daily by 10:00).
- 15.8 The security company must provide properly trained back-up support for absenteeism, e.g. within two hours in a multi-guard location or within an hour at a single guard location.
- 15.9 Supervision of security personnel is the responsibility of the security company. Supervision may be provided through the use of an on-site supervisor and/or patrol officers. Patrol officers should conduct and record their patrols at least once per shift. Supervision will be done by the Security Manager of Department of Sport, Arts and Culture or any other departmental supervisory security personnel.
- 15.10 Patrol officers shall be familiar with the work sites under their jurisdiction.
- 15.11 The security company shall supply vehicles if required and a continuous communication link to their patrol officers and security control room.
- 15.12 New or replacement guards shall not be assigned to Department of Sport, Arts and Culture's sites until they are suitably trained; familiar with their required duties and security screened by SAPS and a copy of the screening certificate handed to the Security Manager.
- 15.13 Security company supervisor shall be responsible for consulting with the Department of Sport, Arts and Culture's Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job-training.

- 15.14 During break periods, security personnel shall be required to remain on the site and be subject to a call back to duty in the event of an emergency situation.
- 15.15 Property supplied by Department of Sport, Arts and Culture to security guards under the contract shall remain the property of the Department of Sport, Arts and Culture.
- 15.16 Any misuse, abuse and damage to equipment or departmental property shall be rectified by the security company.
- 15.16 The use of departmental property by security guards shall be for official business purposes only.
- 15.18 Department of Sport, Arts and Culture shall have the ability to deduct payment from the security company for incidents that rise from inappropriate attendance, behavior, appearance, performance, insufficient training, failure to provide back up support and the supply of unqualified security officials.
- 15.19 Security officials shall either enforce and/or report on discrepancies with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 15.20 Security officials shall observe and comply with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 15.21 Security personnel shall have completed first aid training by a recognized First Aid Training organization using qualified instructors.
- 15.22 The Department of Sport, Arts and Culture has the right to amend, modify and re-issue Post orders or other special orders. This modification to the basic Service Level Agreement should not otherwise affect the SLA unless such changes increase or decrease the number of work hours required.
- 15.23 Department of Sport, Arts and Culture reserves the right to have the security company:
- Remove and replace incompetent security officials;
 - Conduct inspections regarding behavior, appearance and performance; and
 - Determine security official suitability on re-assignment.
- 15.24 The security company shall not provide security guards that have been on duty for more than 13 consecutive hours (as an example) and the guards shall have

a break of 11 hours (as example) between shifts. Applicable labour legislation and agreements must be adhered to.

- 15.25 The security company shall furnish security guards with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.
- 15.26 The security company shall use experience personnel to provide on-the-job training at no cost to the department before new security guards are assigned or re-assigned to a post on their own.

Any changes must be signed.

Figures are entered as true and correct.

Prices must be inclusive of VAT.

SIGNATURE: _____

CAPACITY: _____

DATE: _____



***DEPARTMENT OF SPORT, ARTS AND
CULTURE***

B1.4

PRICING STRUCTURE

FOR SECURITY SERVICES

Annexure A

Security Services - Pricing Structure for three (3) years

1. FRANCES BAARD DISTRICT (CURRENT)					
UTC BUILDING (1)					
No. of security guards	Shifts per month	Baseprice per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
4	1				
4	1				
4	1				
Estimated Monthly Cost					
MINISTRY, ALBERTYN STREET (2)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
3	1				
3	1				
3	1				
Estimated Monthly Cost					
MAYIBUYE CENTRE (3)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
5	1				
5	1				
5	1				
Estimated Monthly Cost					
ARCHIVES REPOSITORY (4)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
2	1				
2	1				
2	1				
Estimated Monthly Cost					
NC THEATRE (5)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
3	1				
3	1				
3	1				
Estimated Monthly Cost					
AR ABASS (6)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
2	1				
2	1				
2	1				
Estimated Monthly Cost			R 0.00	R 0.00	R 0.00
HARKLEY WEST LIBRARY (7)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
2	1				
2	1				
2	1				
Estimated Monthly Cost			R 0.00	R 0.00	R 0.00
MERVIN JERLAANK PRECINCT (8)					
No. of security guards	Shifts per month	Price per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
4	1				
4	1				
4	1				
Estimated Monthly Cost			R 0.00	R 0.00	R 0.00
Total cost			R 0.00	R 0.00	R 0.00

Annexure A

Security Services - Pricing Structure for three (3) years

1. PIXLEY KA SEME DISTRICT (CURRENT)

RICHMOND LIBRARY (1)

No. of security guards	Shifts per month	Baseprice per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
2	1				
2	1				
2	1				

Estimated Monthly Cost

Total cost

Annexure A

Security Services - Pricing Structure for three (3) years

1. NAMAQUA DISTRICT (CURRENT)					
DISTRICT OFFICE LIBRARY (1)					
No. of security guards	Shifts per month	Baseprice per security guard	Total Year 1	Total Year 2 with escalation	Total Year 3 with escalation
2	1				
2	1				
2	1				

Estimated Monthly Cost

Total cost

Current Services - Total Costs

Security Services - Pricing Structure for three (3) years

Breakdown for costs

Monthly Costs Year 1	R	-
Monthly Costs Year 2	R	-
Monthly Costs Year 3	R	-
Year 1 total cost	R	-
Year 2 total cost	R	-
Year 3 total cost	R	-
Total cost for three (3) years	R	-



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**RENDERING OF SECURITY SERVICES TO THE
DEPARTMENT FOR THREE (3) YEARS.**

**CSD REPORT
"EME WHICH IS AT LEAST 51% OWNED BY BLACK
PEOPLE WHO ARE YOUTH"**

FEBRUARY 2018



**CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT**

B-BBEE status level of contributor:

Enterprise type:
with at least 51% owned by black people, EME

Designated groups:
OR
who are military veterans:
that formed a cooperative:
living in rural, underdeveloped areas or townships:
who are youth:
Yes
who are women:
Yes

Report Ran Date:
20 Feb 2018 01:45:05 PM

Report Ran By:
hnieuwenhuizen@ncpg.gov.za

Supplier Commodity:
Security guard services

Delivery Location:
Northern Cape

Local Address:
Yes

Tax Compliant:
Yes

Verified Bank Acc:
YES

with disabilities

The CSD does not automatically verify B-BBEE and ownership information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

Supplier List

Supplier Number	Legal Name	Name	Surname	Cellphone Number	Email Address	Local Address	Tax Status	Restricted Supplier	Trading Name
MAAA0013658	MKG GLOBAL HOLDING	Ronald Gundo	Munyai	075 550 5125	info@mkg-globalholding.co.za	Yes	Yes	No	MKGS GLOBAL HOLDING
MAAA0038307	VHUSO GENERAL TRADING	Marhuso	Beloyi	078 580 0404	mvhuso.beloyi1@gmail.com	Yes	Yes	No	
MAAA0078990	NGOBE AND JOJO TRADING	Mtuuzeli	Dashle	073 871 3356	mzel@webmail.co.za	Yes	Yes	No	
MAAA0099219	BEU SECURITIES	Beauty	Banglwe	071 382 6439	beusecurties@gmail.com	Yes	Yes	No	BEU SECURITIES (PTY) LTD



national treasury
Department of
National Treasury
REPUBLIC OF SOUTH AFRICA

Supplier Number	Legal Name	Name	Surname	Cellphone Number	Email Address	Local Address	Tax Status	Restricted Supplier	Trading Name
MAAA0099264	MONYANGAN SECURITY SERVICES	Tobogo	Mogosi	076 769 0356	teogo.mogosi@gmail.com	Yes	Yes	No	MONYANGAN SECURITY SERVICES PTY LTD
MAAA0201906	GAOTSHWANE GENERAL ENTERPRISE	refilwe	setswalo	061 939 1528	refilwe.setswalo@gmail.com	Yes	Yes	No	GAOTSHWANE GENERAL ENTERPRISES (PTY) LTD
MAAA0202469	MOLAODI SECURITY SERVICES AND PROTECTION	Malaithogonolo ethuka	Molai	079 710 8245	molaodisp201308858607@gmail.com	Yes	Yes	No	
MAAA0296866	OMPHEMETSE LORATO	Lorato Jannah	Tadiso	082 455 2572	loratomen@gmail.com	Yes	Yes	No	OMPHEMETSE LORATO
MAAA0306546	AYAMELENG SECURITY	Ibemeleng Reginald	Nkopane	078 767 1855	ayameleng@gmail.com	Yes	Yes	No	Ayameleng Security
MAAA0315439	MOSADIMOTSE TRADING AND CONSTRUCTION	MOSADIMOTSE PORTIA	KALABATANE	083 519 1674	vuvuilek@gmail.com	Yes	Yes	No	MOSADIMOTSE TRADING AND CONSTRUCTION (PTY) LTD
MAAA0352482	MW5 8582 TRADING ENTERPRISE	Andrew Kgosiemang	Witsoe	080 802 2691	witsoelluvas@gmail.com	Yes	Yes	No	
MAAA0360817	REVOLUCIANARY TRADING	Victor Koaobaka	Sagani	075 656 3781	victorsagani@gmail.com	Yes	Yes	No	NARON INVESTMENTS & CONSULTANTS
MAAA0376225	MOKONE JAFIA ENTERPRISES	GAVIN COLLIN	MOKONE	073 412 3827	mokonegavin@gmail.com	Yes	Yes	No	
MAAA0377081	DIVERS SECURITY SERVICES	Enoch	Gwangwana	076 922 5649	divers.secure@gmail.com	Yes	Yes	No	Divers Security Services
MAAA0387085	KHETHELO HOLDINGS	FILIMON BONGANE	KHETHELO	064 197 8531	bongani.khethe@gmail.com	Yes	Yes	No	
MAAA0406882	K A SECURITY SERVICES	Wonga	Mbombo	072 701 9886	kimalpha81@gmail.com	Yes	Yes	No	KIM ALPHA (PTY) LTD
MAAA0422439	REDBUILD GROUP	Seth Choeteka	Motswaledi	079 826 5047	cms.cirilas@gmail.com	Yes	Yes	No	REDBUILD
MAAA040235	PONI9005 SECURITY SERVICES	Tamba Sebastian	Ponle	063 236 2648	tponi9005@gmail.com	Yes	Yes	No	Poni9005 Security Services (Pty) Ltd
MAAA0474861	AMBITIOUS BLACK CHILD	Faiko Jim	Khanoka	063 990 5317	khanokaj67@gmail.com	Yes	Yes	No	AMBITIOUS BLACK CHILD (PTY) LTD
MAAA0479798	GOMOTSO RESOURCES	KGOMOTSO	MOETSE	079 875 3704	gomotsoresources@gmail.com	Yes	Yes	No	

Supplier Number	Legal Name	Namb	Surname	Cellphone Number	Email Address	Local Address	Tax Status	Restricted Supplier	Trading Name
MAAA0481723	KULEVA PROJECTS	Nyuniemi Edina	Crtauke	072 520 6651	kulevaprojects@gmail.com	Yes	Yes	No	Kuleva Projects
MAAA0487009	GRET CO ENTERPRIZE	SHARLEEN	VAN DER WESTHUIZEN	076 185 6752	ghgenrose70@gmail.com	Yes	Yes	No	GRET CO ENTERPRIZE (PTY) LTD
MAAA0483595	LAG RESOURCES	FAADHIL	MOOKREY	072 805 5881	fmooks@gmail.com	Yes	Yes	No	LAG RESOURCES (PTY) LTD
MAAA0526892	DZIMPHO SECURITY AND PROJECTS	Fhatuwani	Shonleani	076 560 9894	dzimphodembe@gmail.com	Yes	Yes	No	
MAAA0537327	NOSIVU ENTERPRISES	TREVOR MZMANDILE	GECO	072 272 9626	geccozwai@gmail.com	Yes	Yes	No	
MAAA0538652	MW SEFATSA SERVICES	Motsamai Walter	Seifatsa	076 844 4167	mwssefatsservices@gmail.com	Yes	Yes	No	MW SEFATSA SERVICES
MAAA0554952	UPINGTON SPECIALIST SECURITY SERVICES	Piet Petrus Pedro	solomon	060 935 4866	usservices617@gmail.com	Yes	Yes	No	UPINGTON SPECIALIST SECURITY SERVICES (PTY) LTD
MAAA0567925	POURLET TRADING AND PROJECT	PORLET MOKGANTSHO	MABUZA	073 434 1546	pourlettradingandprojects@gmail.com	Yes	Yes	No	POURLET TRADING AND PROJECT (PTY) LTD
MAAA0569046	OSRATO TRADING	CONSTANCE LERATO	MATHIBELI	073 838 5326	osratotrading@gmail.com	Yes	Yes	No	OSRATO TRADING (PTY) LTD
MAAA0572441	TSHEPO WAITES HOLDINGS	Vincent Joseph	Waites	084 827 1297	tshepowaitesholdings@gmail.com	Yes	Yes	No	