

Department of Sport, Arts  
and Culture



Tender month	OCTOBER 2021
Tender date:	22/10/2021
Tender Number	NCDSAC-003-2021
Title of Tender	APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS
Description	APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE OF THE NORTHERN CAPE
Employer	DEPARTMENT OF SPORT, ARTS AND CULTURE
Employer email	<a href="mailto:hnieuwhuizen@ncpg.gov.za">hnnieuwhuizen@ncpg.gov.za</a>
Postal Address	PRIVATE BAG X5004
Town/City	KIMBERLEY
Code	8301
Physical Address1	Mervin J Erlank Sport Precinct Building
Physical Address2	10 – 12 Recreation Road, Florianville, Kimberley
Physical Address4	8301
Employer's Agent: Name	SEGOMOTSO LIDZEBE
Company	DEPARTMENT OF SPORT, ARTS AND CULTURE
Postal Address	PRIVATE BAG X5004
Town/City	KIMBERLEY, 8300
Physical 1	Mervin J Erlank Sport Precinct Building
Physical 2	10 – 12 Recreation Road, Florianville, Kimberley
Tel:	076 301 6705
Fax:	(053) 807 4600
E-mail:	<a href="mailto:slidzebe@ncpg.gov.za">slidzebe@ncpg.gov.za</a>
Advert Date	FRIDAY, 22 OCTOBER 2021
Briefing Date	<b>A NON-COMPULSORY VIRTUAL BRIEFING SESSION will be held on Friday, 29 October at 09h00.</b> <i>(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).</i>
Tender Documents available @	DSAC Website: <a href="http://dsac.ncpg.gov.za/index.php/tenders">http://dsac.ncpg.gov.za/index.php/tenders</a> National Treasury E-Portal: <a href="https://www.etenders.gov.za">https://www.etenders.gov.za</a>
Closure Date	15 NOVEMBER 2021
Closure Time	11H00
<b>Tender Box Location</b>	<b>Department of Sport, Arts and Culture Head Office, Mervin J Erlank Sport Precinct Building, 10 – 12 Recreation Road, Florianville, Kimberley</b>
General Enquiries Contact Person	Heinrich Nieuwenhuizen of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 082 605 4028 e-mail: <a href="mailto:hnieuwhuizen@ncpg.gov.za">hnnieuwhuizen@ncpg.gov.za</a>
Technical Enquiries Contact Person	Charles Segopa of DEPARTMENT OF SPORT, ARTS AND CULTURE, Tel: 082 883 8806 e-mail: <a href="mailto:lsegopa@ncpg.gov.za">lsegopa@ncpg.gov.za</a>
Procurement Policy	Preferential Procurement Regulations, 2017 (Government Gazette No. 10684)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 65 points to move to the financial bid evaluation.
PPFFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



## Tender Info

DEPARTMENT OF SPORT, ARTS AND CULTURE

**TENDER NR.: NCDSAC/003/2021**

**APPOINTMENT OF A SERVICE PROVIDER TO  
RENDER SECURITY SERVICES FOR THE  
DEPARTMENT FOR THE PERIOD OF THREE  
(3) YEARS**

**OCTOBER 2021**

EMPLOYER:

THE HEAD OF DEPARTMENT  
Department of Sport, Arts and Culture  
10 – 12 Recreation Road, Florianville, Mervin J Erlank Sport Precinct Building  
KIMBERLEY  
8300

TENDERER: \_\_\_\_\_



**DEPARTMENT OF SPORT, ARTS AND CULTURE**

**TENDER NR.: NCDSAC/003/2021**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER  
SECURITY SERVICES FOR THE DEPARTMENT FOR THE  
PERIOD OF THREE (3) YEARS**

<b>CLOSING DATE: MONDAY, 15 NOVEMBER 2021</b>	<b>CLOSING TIME: 11H00</b>
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**NAME OF BIDDER\*** .....

**CONTACT PERSON\*** .....

**ADDRESS\*** .....

.....

.....

.....

**TEL NO\*** .....

**FAX NO\*** .....

**E-MAIL ADDRESS\*** .....

**B-BBEE LEVEL\***



**DEPARTMENT OF SPORT, ARTS AND CULTURE**

**TENDER NR.: NCDSAC/003/2021**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER  
SECURITY SERVICES FOR THE DEPARTMENT FOR THE  
PERIOD OF THREE (3) YEARS**

**GENERAL TENDER INFORMATION:**

TENDER ADVERTISED	FRIDAY, 22 OCTOBER 2021
NON-COMPULSORY VIRTUAL BRIEFING SESSION	FRIDAY, 29 OCTOBER 2021 @ 09h00.
CLOSING DATE	MONDAY, 15 NOVEMBER 2021
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at Department of Sport, Arts and Culture Head Office, 10 – 12 Recreation Road, Florianville, Kimberley, 8301

The bid documents completed in all respects plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, Tender Number, title and the closing date indicated on the envelope. The sealed envelope must be handed in the Tender Box situated at 10 – 12 Recreation Road, Florianville, Kimberley, 8301. No late bids will be accepted.



## DEPARTMENT OF SPORT, ARTS AND CULTURE

### TENDER NR.: NCDSAC/003/2021

### APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS

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# THE TENDER



# **1.1: TENDER NOTICE AND INVITATION TO TENDER**



## DEPARTMENT OF SPORT, ARTS AND CULTURE

### TENDER NR.: NCDSAC/003/2021

#### APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS

1. DSAC hereby invites bidders to render security services for a period of three (3) years.
2. Only service providers that are CSD registered will be considered.
3. A non-compulsory virtual briefing session will be held on **FRIDAY, 29 OCTOBER 2021 at 09h00AM.**  
*(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).*
4. Tender documents are available on the departmental website at:
  - 4.1 DSAC Website: <http://dsac.ncpg.gov.za/index.php/tenders>
  - 4.2 National Treasury Temporary E-Portal: <https://www.etenders.gov.za>
  - 4.3 Printed Media will be used to advertise the bid.
5. Closing of Tender at 11H00 on Monday, 15 NOVEMBER 2021 at DEPARTMENT OF SPORT, ARTS AND CULTURE HEAD OFFICE, 10 – 12 RECREATION ROAD, FLORIANVILLE, KIMBERLEY, 8301.
6. General enquiries relating to this bid should be addressed to Heinrich Nieuwenhuizen on Tel: 082 605 4028, e-mail: [hnieuwenhuizen@ncpg.gov.za](mailto:hnieuwenhuizen@ncpg.gov.za) and technical enquiries to Charles Segopa on Tel: 082 883 8806, e-mail: [tsegopa@ncpg.gov.za](mailto:tsegopa@ncpg.gov.za) of DEPARTMENT OF SPORT, ARTS AND CULTURE.
7. Please note the following important conditions:
  - This bid is ring-fenced to the following companies being:
    - i. EME with a B-BBEE Level 1, 2 or 3
    - ii. QSE with a B-BBEE Level 1, 2 or 3
    - iii. In respect of this request for proposal, the B-BBEE status level of contributor must be 1, 2 or 3.
    - iv. The contract value of this bid is to exceed R30 million, therefore the Successful Bidder **MUST subcontract a minimum of 30%** of the value of the contract to the below mentioned specified EME or QSE.
  - In line with the Government's objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement. The pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:
    - a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
    - b) An EME or QSE;
    - c) A tenderer subcontracting a minimum of 30% to:





- (i) An EME or QSE which is at least 51% owned by black people;
  - (ii) An EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) An EME or QSE which is at least 51% owned by black people who are women;
  - (iv) An EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) A cooperative which is at least 51% owned by black people;
  - (vii) An EME or QSE which is at least 51% owned by black people who are military veterans;
  - (viii) An EME or QSE.
- A tender that fails to meet any qualifying criteria stipulated in the tender documents is **NOT** an acceptable tender and will result in the **immediate disqualification** of a bidder.
  - Documents to be submitted with the bid document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, Copy of CSD Registration summary report, B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.
  - **Functionality will apply. Based on functionality the tenderer should score 65 points or more to be further evaluated:**
  - The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
  - Failure to comply with above requirements will result in automatic disqualification of the bidder.
  - DEPARTMENT OF SPORT, ARTS AND CULTURE reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder.



# **T 1.2: TENDER DATA**



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

### **TENDER NR.: NCDSAC/003/2021**

#### **APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS**

##### **T 1.2: TENDER DATA**

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

- 1.2.1 **Communication and Employer's Agent**  
Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.
- The Employer's Agent is:
- Name: MR. CHARLES SEGOPA  
DEPARTMENT OF SPORT, ARTS AND CULTURE  
10 – 12 RECREATION ROAD, FLORIANVILLE  
KIMBERLEY, 8300  
Tel.: 082 883 8806  
E-mail: tsegopa@ncpg.gov.za**
- 1.2.2 **Competitive Negotiation Procedures**  
The Department of Sport, Arts and Culture reserves the right to negotiate pricing.
- 1.2.3 **Insurance**  
The Employer will provide **no** insurance.
- A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.
- 1.2.4 **Delivery of tender Documents**  
The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:  
**Location of tender closure: Tender Box, Department of Sport, Arts and Culture Head Office,  
10 – 12 Recreation Road, Florianville, Kimberley, 8301**



Identification details: TENDER NUMBER: NCDSAC/003/2021

**TITLE OF TENDER: APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS**

Sealed tenders with the Tenderer's name and address and the endorsement:

**NCDSAC/003/2021 - APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS**

" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

- 1.2.5 **Closing Time**  
The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.
- 1.2.6 **Tender Offer Validity**  
The tender offer validity period is **90 (ninety) days** from the closing date.
- 1.2.7 **Clarification of Tender Offer after Submission**  
A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.
- 1.2.8 **Financial Statements**
- i. Annual financial statements for the past three (3) financial years (Including statement of comprehensive income, Statement of financial position, Statement of cash flow and accompanying notes or latest three (3) months bank statement stamped by the bank to the Security Company to demonstrate their capability to support the Department of Sport, Arts and Culture. (Entities trading for less than three (3) years financial periods should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three (3) financial periods should accompany this submission.) In the absence of the above, bank confirmation of credit facility from a reputable financial institution to be provided.
  - ii. A certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service providers/institutions in respect of which payment is overdue for more than thirty (30) days;
  - iii. Particulars of any contracts awarded to the Tenderer by an organ of state during the past five (5) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
  - iv. A statement indicating whether any portion of the goods and services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality of municipal entity is expected to be transferred out of the Republic. Each party to a Consortium shall submit separate certificates/statements in the above regard.
- 1.2.9 **Tax Clearance Certificate**  
Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance (or PIN) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium shall submit a separate Tax Clearance Certificate, or proof that he or she has made the



necessary arrangements with SARS. Each party to a Consortium shall submit separate certificates in the above regard.

**1.2.10 Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) either an original valid B-BBEE Status Level verification certificate or Exempted Micro Enterprise Certificate, or Certified copies thereof in terms of the Preferential Procurement Regulations, 2017. A B-BBEE Status Level for Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

**1.2.11 The Employer's Undertakings Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

**1.2.12 Opening of Tender Submissions**

The tenders will not be opened immediately after the closing time.

**1.2.13 Test for Responsiveness**

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) the Tender is not Tax compliant;
- c) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- d) The tenderer is not registered on the central suppliers database (CSD)

**1.2.14 Evaluation of Tender Offers**

Functionality will be scored and a minimum of **65 out of the possible 100** is required to be evaluated any further.

1.2.15 A minimum score of **65%** and full compliance to returnable documents will qualify a bidder for further evaluation.

**1.2.16 Points for Preference**

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

**1.2.17 Exempted Micro Enterprise or B-BBEE Status Level of Contributor**

The Tenderer shall indicate on Schedule 20 NCP 6.1 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Enterprises with an annual turnover less than R10 million qualify as an Exempted Micro Enterprise (EME) and are exempted from being measured on a BEE scorecard.
- Verified B-BBEE status level of contributor in terms of the new B-BBEE Codes of Good Practice 2013 (published in Government Gazette of 11 October 2013)
- Non-compliant contributor
- Up to 10 (ten) tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:



**Exempted Micro Enterprises (EME's)**

<b>Black Ownership</b>	<b>Deemed B-BBEE Status Level of Contributor</b>	<b>Number of Points(Np)</b>
100%	1	10
≥51%	2	8
<51%	4	5
<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (Nn)</b>	
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor <sup>1)</sup>	0	

<sup>1)</sup>: A non-compliant contributor is one who does not meet the minimum score for a Level 8 contributor or who is not verified in terms of the Security Sector Charter.



# **PURPOSE AND BACKGROUND**



## **PURPOSE**

The Department of Sport, Arts and Culture (DSAC) seeks to appoint a qualified service provider to render security services to the Department for a period of three (3) years.

## **BACKGROUND**

These terms of reference describe the objectives, scope of work, deliverables, roles and responsibilities, and time frame/period for this project.

The Head of Department of the DSAC has the responsibility to ensure that officials, assets and information are protected and all risks and threats in this regard are mitigated. The Security Policy of the DSAC prescribes measures to reduce risks. To this end, the appointment of a private security service provider becomes necessary in order to assist the in-house security unit to meet all requirements of the DSAC in terms of physical security access control.

The purpose of access control is to prevent the unauthorized access and egress of persons/vehicles and the bringing in of any dangerous objects onto the DSAC premises in order to safeguard the people, the property, assets and buildings. Security Officers must exercise control over and recording of the removal of DSAC property and prevent unauthorized or forced removal of such property and report all security incidents and breaches to the DSAC.

The Department of Sport Arts and Culture in the Northern Cape Province has more than hundred (100) facilities and currently consist of fifteen (15) sites where Security Guards will be posted as specified, Security Guards to be posted at the following sites per Districts.

### **1) Frances Baard District**

- ✓ Head office - Mervin J Erlank Sport Precint
- ✓ Provincial Archives
- ✓ Ministry (Office of the MEC)
- ✓ AR Abass (Stadium)
- ✓ Mayibuye Centre
- ✓ Barkly West Library
- ✓ Northern Cape Theatre
- ✓ Greenpoint Library
- ✓ Galeshewe Precinct
- ✓ Perm Building





**2) Pixley Ka Seme District**

- ✓ Richmond

**3) Namakwa District**

- ✓ NababEEP Library

**4) ZFM DISTRICT**

- ✓ Upington District Office
- ✓ Sternham Library

**5) JGT District**

- ✓ Tsineng Library.



# **SCOPE OF WORK**



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**Appointment of a service provider to render security services to the department for the period of three (3) years**

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<b><u>Advertised</u></b>	<b>: Friday, 22 OCTOBER 2021</b>
<b><u>Non-Compulsory Virtual Briefing</u></b>	
<b><u>Session</u></b>	<b>: Friday, 29 OCTOBER 2021</b>
<b><u>Time</u></b>	<b>: 09h00 – 10h00</b>
<b><u>Closing Date</u></b>	<b>: Monday, 15 NOVEMBER 2021</b>
<b><u>Time</u></b>	<b>: 11H00</b>

**TENDER BOX ADDRESS:**

Mervin J Erlank Sport Precinct Building  
10 – 12 Recreation Road, Florianville  
Kimberley  
8301



## **INTRODUCTION**

The DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape is responsible for coordinating, monitoring and evaluation of national government policies in the province. The department derives its mandate from the Constitution of South Africa, Act 108 of 1996.

## **VISION:**

A Department committed to creating a prosperous and empowered Province united in the advancement of its sport, heritage, arts and culture.

## **MISSION:**

Our mission is to serve all the people of the Northern Cape by promoting, protecting and developing sport and the diverse cultures of our Province and at the same time be catalysts in development programmes, economic empowerment and other activities thereby entrenching nation building and social cohesion.

## **VALUES:**

Honesty, Integrity, Professionalism, Goal Oriented, Commitment, Tenacity, Morality, Mutual Respect, Consistency, Loyalty, and Transparency.



## 1. SCOPE/ PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The Department of Sport Arts and Culture requires a Security Service Company to provide security services through guards, access and exit control, and the supply of relevant information to visitors and management of Electronic / Manual Security System over weekends, after hours and on public holidays, the security of buildings and the premises in emergency situations. The main scope of the provision of security services to the Department of Sport Arts and Culture is focused on where the highest visitors and staff activities takes place, but does not exclude the more remote areas. The Security Service Company is required to provide guarding services twenty four (24) hours a day, three hundred and sixty five (365) days a year as specified. It is a three (3) year contract, which will be reviewed based on performance, every twelve (12) months from the date of commencement.

## 2. OBJECTIVE

To provide a safe environment and to protect the officials and the property of the DSAC against theft, damage, unlawful occupation, trespassing and any other criminal activity directed at the property or environment. This proposal is for the physical security guarding and electronic / manual security system. The physical security services entails patrolling premises, access control, control of assets, escorting of personnel and/ or member of the public where and when required.

## 3. POLICY REGULATORY AND LEGISLATIVE FRAMEWORK OF THE BID

All regulations, policies, acts, frameworks, procedures and any sort of law applicable must be adhered to and in full compliance. They are listed below:

- ✓ The South African Constitution, 1996 (Act No.106 of 1996)
- ✓ Public Finance Management Act (Act 1 of 1999)
- ✓ Preferential Procurement Policy Framework Act (PPPFA) 2000 (Act 5 of 2000): and Preferential Procurement Regulations, 2017
- ✓ Treasury Regulations
- ✓ National Sport and Recreation Act 110 of 1998
- ✓ Prevention and Combating of Corrupt Activities Act (PCCAA) 2004 (Act 12 of 2004)
- ✓ Supply Chain Management Practice Notes and Circulars
- ✓ Broad-Based Black Economic Empowerment Act (BBBEEA) 2003 (Act 53 of 2003)
- ✓ State Information Technology Agency (SITA) Act (Act 88 of 1998)



- ✓ Competition Act (CA) 1998 (Act 89 of 1998)
- ✓ Foreign Corrupt Practices Act, 2004
- ✓ Control of Access to Public Premises and Vehicle Act 53 of 1985
- ✓ Criminal Procedure Act 51 of 1977 sections 20,23(b),24,29,42,46,48,49,50 and 51 (Including amendments)
- ✓ National intelligence Act of 1994
- ✓ The application of the minimum information security standards (MISS)
- ✓ Protection of information Act
- ✓ Trespass Act, 1959 (Act No.6 of 1959)
- ✓ Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
- ✓ Unemployment insurance fund
- ✓ Provident fund
- ✓ Private Security Industry Regulatory Authority
- ✓ Private Security Industry Regulations Act, 2001 (Act No.56 of 2001)
- ✓ Control of access to public premises and vehicles Act, 1985 (Act No.53 of 1985)
- ✓ Labour Relations Act, 1995 (Act No.66 of 1995)
- ✓ Employment Equity Act, 1998 (Act No.55 of 1998)
- ✓ Protection of Personal Information Act, 2013 (Act No.4 of 2013)
- ✓ Any other relevant legislation applicable to this bid

**Note: Should there be any updated version of any stated regulation or standard in this bid document, the updated version shall be applicable in practice until further notice.**

#### 4. DEFINITION OF SECURITY OFFICERS

**Security Officer means a Security Officer, PSIRA Grades: A, B, C, D or E**

**Security Officer Grade A:** means an employee who performs any one or more of the 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
- 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 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).



## 5. GUARDING FUNCTION AND DUTIES

The guarding function and duties relates to the six (6) essential and interdependent elements of a physical security system:

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

## 6. TRAINING REQUIREMENTS OF SECURITY GUARDS

- Grade C,D or E [Minimum requirement is Grade C]
- First Aid training (Level 1&2)
- Basic fire fighting (Level 1)
- Surveillance knowledge/background
- PSIRA Registration

## 7. PRICING – ANNEXUE A2

The following conditions shall be applicable and forms an integral part of the bid document specifications, non-compliance will lead to your bid being invalid:

- 7.1.1 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.
- 7.1.2 It will be expected that the Service Provider shall pay his/her employees the minimum monthly basic wage, as prescribed for the area concerned in the **Basic Conditions of Employment Act, No. 75 of 1997** as amended including the **Sectoral Determination No. 6 of the Private Security Sector**, South Africa to be found in **Government Gazette number 39156 of 1 September 2015**;





- 7.1.3 Prices per security officer should be all-inclusive i.e. Remuneration Package per year including all leave provisions and other benefits e.g. bonuses, uniforms etc.
- 7.1.4 Bidders shall make provision in their price structure for relief security offers.
- 7.1.5 A fixed annual increase of **1% per annum** shall be applicable to this bid.
- 7.1.6 Salaries/wages will be aligned with annual increases as published per Government Gazette in line with the Order for the Security Trade/Industry.
- 7.1.7 Bidders shall take cognizance and make provisions of the new security rates as published by PSIRA at the commencement of contract in their pricing structure specifically including the Pricing Structure for the Service and Maintenance of the Electronic/Manual Security System.
- 7.1.8 All Bidders are required to make provision for the payment of Value Added Tax (If registered for VAT) which should be included in the bid price as well as make provision for the payment of all SARS taxes and UIF as required by law. **Failure by bidders to include this does not create any obligation on Department of Sport arts and Culture to make allowance for it once the Contract is awarded.**

## **8. Department's Obligations**

- 8.1 The Department will be solely responsible for operating the access control system that might be installed in the future.
- 8.2 When a fault occurs, the system operators will execute prescribed reset procedures, provided by the contractor. In the event that the equipment becomes operational again, the operator will not call out the contractor, but will log the fault and reset operation in the control logbook. If the equipment remains faulty, the operator will notify the contractor immediately and will log the incident, and the call-out of the Service Provider, in the logbook.

## **9. Service Provider's Responsibility**

- 9.1 The Service Provider's shall be responsible, and Tenderers shall allow for it in their Tender prices, for the complete maintenance service, i.e. routine preventive and corrective maintenance and repair maintenance, repair, replacement of spare parts.
- 9.2 The contractor shall carry out inspections and checking of the equipment detailed in Annexure D. Each inspection and test shall be recorded and listed in the monthly report, giving the date of the inspection and the nature of the test, complete with the names of persons carrying out such tests, and inspection test results.



- 9.3 The Service Provider shall provide the operator personnel with written reset procedures, approved by the Department, mounted in the control room and office which is used for the access control system.
- 9.4 While the Service Provider is on site, s/he shall also provide refresher training to the operator personnel. The contractor shall supply the operator personnel with written reset procedures and shall ensure that they are conversant with the system and reset procedures.
- 9.5 The Service Provider shall restore or repair the equipment to the original operational condition, recalibrate and re-commission the equipment on completion of each maintenance service carried out.
- 9.6 The Service Provider shall rectify any fault condition of which he becomes aware, even if it has not been reported by the user.

#### **10. Site Maintenance Log**

- 10.1 The Service Provider shall provide a maintenance/repair/training log book, which shall be kept in the control room for record purposes. This logbook will remain the property of the Department and may not be removed from the master control station under any circumstances. To ensure easy control by all parties involved, the logbook shall have triplicate sheets. The master sheet shall be supplied to the Security Manager with the monthly reports. The first copy is for use by the contractor and the second copy shall stay in the logbook. The Service Provider and/or the Department shall be required to record the following in a chronological order:
- Fault incidences
  - Fault notification to Service Provider
  - Any re-notification
  - Replacement spares used
  - Service Provider's attendance for routine and break down maintenance
  - Any visit to Site by the Service Provider, with reasons for the visit.
- 10.2 The Service Provider shall provide adequate supplies of these logs and shall submit the format to the Department for approval within 14 days of the aware of the contract.
- 10.3 Faults will be reported to one specific address only, which has the necessary telephone and email. Faults will be reported to the Service Provider by telephone and email. In the event of a complaint by telephone, the Service Provider shall supply the reporter with a complaint number, which must be entered into the logbook by the reporter or the complaint. The Service Provider



shall inform his/her staff to instruct the Department to enter the details of the complaint in the logbook.

**11. Repair and Response Time**

11.1 It shall be expected of the Service Provider to specific prescribed response and repair times.

12. Depending on the urgency of the call-out, the response times may vary and the table below indicates maximum time-spans.

Call-out Type	Response Time	Repair Time
Urgent	1 hour	Refer to definition
Normal	12 hours	Refer to definition



# **SPECIAL REQUIREMENTS**



- 13.1 The Security officers on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs, torch and pepper spray. Night shift personnel must be in possession of a reflector jacket branded with the company name.
- 13.2 The Security officers 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 established at your own cost in Kimberley and the control room must operate 24 hours.
- 13.3 The security must also be issued with the relevant seasonal clothing in order for them to execute their duties, e.g. Winter jackets, rain coats, etc. Uniform should be issued in adherence to Private Security Industry Regulations, 2002 paragraph 13 as amended.
- 13.4 Attendance registers with invoices per site for payment by the 15<sup>th</sup> of each month. Payment date must be indicated but will not be prior to the last working day of any calendar month.
- 13.5 A copy of the incident register shall be submitted weekly to the Departmental official in charge of the site. (In this case documents will be submitted to Head Office)
- 13.6 The Northern Cape 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.
- 13.7 A strike or lockout at the Northern Cape Department of Sport Arts and Culture shall not affect the security company's obligation to render security services.
- 13.8 The preferred bidder shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security officers are on labor disputes by their employer.
- 13.9 If security services are no longer required due to circumstances beyond the control of either the preferred bidder or Northern Cape Department of sport arts and Culture (e.g. fire, floods, etc.) the suspension or termination of security services shall be without cost to either party.
- 13.10 The security company shall be accountable to provide services to the Northern Cape Department of Sport Arts and culture as set out in the Service Level Agreement, provided by the department.
- 13.11 The security company must provide properly trained back-up support for absences, within an hour in a multi-guard location or half an hour at a single guard location of being made aware of such absences.
- 13.12 Patrol officers shall be familiar with the work sites under their jurisdiction.
- 13.13 The security company shall supply vehicles if required and a continuous communication link to their patrol officers and security control room.



- 13.14 New or replacement guards shall not be assigned to Northern Cape Department of Sport arts and Culture sites until they are suitably trained; familiar with their required duties and security screened by SAPS and a copy of the fingerprint clearance certificate handed to the Security Manager.
- 13.15 Security company supervisor shall be responsible for consulting with the Northern Cape Department of Sport arts and Culture Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job-training.
- 13.16 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.
- 13.17 Property supplied by Northern Cape Department of Sport Arts and culture to security officers under the contract shall remain the property of the Northern Cape Department of Sport Arts and Culture.
- 13.18 Any misuse or abuse of equipment or departmental property shall be replaced / repair by the security company.
- 13.19 The use of departmental property by security officers shall be for official business purposes only.
- 13.20 Northern Cape Department of Sport Arts and Culture shall have the ability to deduct payment from the security company for incidents that rise from inappropriate attendance, break-ins, behaviour, appearance, performance, insufficient training, failure to provide back up support and the supply of unqualified security officials.
- 13.21 Security officials shall either enforce and/or report on discrepancies with any legislation, departmental policy, security plan, directives, standing orders or other procedures to the Department of Sport Arts and Culture Security Manager.
- 13.22 Security officials shall observe and comply with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 13.23 The Northern Cape Department of Sport Arts and Culture has the right to amend, modify and re-issue Post orders or other special orders. This modification to be made to the basic Service Level Agreement (SLA) unless such changes will increase or decrease the number of work hours required and results in a increase in cost then such modification will not be implemented.
- 13.24 Northern Cape Sport Arts and Culture Department reserves the right to have the security company:
- Remove and replace incompetent security officials immediately from the site; and



- Conduct inspections regarding behaviour, appearance and performance; and determine security official suitability on re-assignment

13.25 The security company shall not provide security officers that have been on duty for more than 12 consecutive hours and the guards shall have had a break of 8hours between shifts. Applicable Labour legislation and agreements must be adhered to.

13.26 The security company shall furnish security officers with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.

13.27 The security company shall use accredited personnel to provide on-the-job training at no cost to the department before new security officers are assigned or re-assigned to a post on their own.

#### **14. INDEMNITY**

The Northern Cape Department of Sport Arts and Culture shall not be liable for any injury, loss or damage to the security guards, equipment or vehicles whilst on the premises of the Department of Sport Arts and Culture.

#### **15. TRANSFER AND CESSION**

The security company shall render the security service. The use of a subcontractor is allowed as per the terms and conditions of the bid.

#### **16. REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)**

Security Company must provide full details of registration for both the company and the individual workers. Security Company 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 and not considered by the Department of Sport arts and Culture.

#### **17. DECLARATION OF SECRECY**

Any information provided to the preferred bidder during the course of the contract or obtained by a security officer(s) and (technical response team) during the course of duty shall be treated as strictly confidential. Under no circumstances may information be divulged to any other person,



the media or company. Each employee dispatched to Northern Cape Department of Sport Arts and Culture is required to sign the Declaration of Secrecy with the Security Manager. Unauthorized disclosure of information will lead to termination of the contract.

**18. FINGERPRINT CLEARANCE**

All security officers, standby security officers and technical response team performing duty for the preferred bidder must submit his/her SAPS fingerprint clearance report prior to commencement date of the contract.

**19. ADMINISTRATION**

Reports and records (which include security registers as per security policy) prepared by security officers regarding their duties and responsibilities of assignment required by the security company should be made available to Security Management of Northern Cape 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 15<sup>th</sup> of each month) and the incident report must reach the office of the Security Manager in the Department of Sport Arts and Culture.





# **REQUIREMENTS FOR SECURITY STAFF**

**ANNEXURE A.1 : SECURITY STAFF REQUIREMENTS FOR THIS CONTRACT:**

**1. INDUCTION AND PLACEMENT OF GUARDS**

The Service Provider's staff members will have to undergo induction training regarding the site and the Emergency Plan for the buildings. This induction is compulsory and must be attended by the Security Company's supervisors and trainers. Any new employee must first be inducted before placement on the sites.

The inheritance of existing security guards from previous Service Providers must be discussed with and approved by the Department beforehand and only 70% of staff should be considered.

**2. SECURITY OPERATION MANAGEMENT EXCELLENCE**

- a) All shifts are 12 hours and start 05:45 for 06:00 and 17:45 for 18:00
- b) The one shift will take over from the other at any specific station to ensure continued surveillance/control.
- c) The day shift security office will start 05:45 for 06:00 and knock off at 18:00

**3. ACCESS CONTROL**

The guards at the main gate must:

- Obtain clearance for and register every vehicle in the vehicle register.
- Obtain clearance for all pedestrian visitors or direct them to the reception.
- Obtain clearance or a gate pass for any Departmental property leaving the premises at any given time.
- Always be visible and in close proximity to the main entrance.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.



**HEAD OFFICE MJE PRECINCT - KIMBERLEY**

<b>DUTY POINT</b>	<b>JOB PURPOSE</b>	<b>JOB REQUIREMENTS</b>	<b>OTHER SECURITY AIDS</b>
Main Entrance & Vehicle and Pedestrian entrance	<ul style="list-style-type: none"> <li>• Access control for all vehicles and pedestrians.(searches to be conducted)</li> <li>• Be a central information point for official visitors to DSAC</li> <li>• Control vehicle access for functions in DSAC, visiting, boardrooms.</li> <li>• Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc)</li> <li>• Checking of perimeter fence per day and reporting on problems in the area close to the gate</li> <li>• Assist in emergency responses.</li> <li>• Use all gate registers e.g. staff after hours register</li> <li>• Visitors register, Government Vehicle Control register, exhibit register (own property register)</li> <li>• Completion of pre and post vehicle inspection sheet and</li> <li>• Inspect trip authority</li> </ul>	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket Book and pen Occurrence Book Handcuffs Pepper spray Clocking tags Normal baton Relevant registers as per Security Plan</p>
Turnstile & Reception	<ul style="list-style-type: none"> <li>• Access control for all officials and visitors that enters/exits via gate by foot</li> <li>• Monitor illegal entry in the building.(searches)</li> <li>• Assist in emergency responses</li> </ul>	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket book and pen Relevant registers as per Security Plan</p>
All gates	<ul style="list-style-type: none"> <li>• Access control for all vehicles and pedestrians.</li> <li>• To control the number of cars in the parking area.</li> </ul>	<p>No criminal offence; South African; Grade 12; PSIRA Grade C;</p>	<p>Two-way radio Torch</p>

	<ul style="list-style-type: none"> <li>• Monitor illegal access to the building</li> <li>• Control the use of the parking area.</li> <li>• Monitor the parking area for criminal activities</li> <li>• Assist in emergency response.</li> </ul>	Proficient in English; and service excellence	Pocket book and pen Clocking tags Hand-cuffs Relevant registers as per Security Plan
<b>DUTY POINT</b>	<b>JOB PURPOSE</b>	<b>JOB REQUIREMENTS</b>	<b>OTHER SECURITY AIDS</b>
Control Room	<ul style="list-style-type: none"> <li>• Monitoring perimeter (fence)</li> <li>• Checking patrols (night shift &amp; weekends) must be reported to Security Management</li> <li>• Reviewing previous days on cameras</li> <li>• Downloading CCTV camera footage</li> <li>• Checking Access Control system's information</li> <li>• Activating and Deactivate of access cards of DSAC employees</li> <li>• Placing PTZ cameras in the correct positions</li> <li>• Changing the monitors and cameras where there is possibility for thieves to get access. (blind spots)</li> <li>• Monitoring Ministry's access doors.(Needs to be in a working condition at all times)</li> <li>• Refreshing and resetting of doors when power failure occurred.</li> <li>• Printing out of access control system information.</li> <li>• Report ALL incidents, reviews and patrols to Security Management</li> <li>• Switching on of computers, joysticks and monitors (control</li> </ul>	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket book and pen Normal batons Hand-cuffs Occurrence Book Clocking tags Normal baton Relevant registers as per Security Plan</p>

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room equipment must be operational at all times)

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**PROVINCIAL ARCHIVE**

DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Vehicle Pedestrian entrance	<ul style="list-style-type: none"> <li>• Access control for all vehicles and pedestrians.</li> <li>• Be a central information point for official visitors to DSAC</li> <li>• Control vehicle access for functions in DSAC, visiting, boardrooms.</li> <li>• Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc)</li> <li>• Checking of perimeter fence per day and reporting on problems in the area close to the gate</li> <li>• Assist in emergency responses.</li> <li>• Use all gate registers e.g. staff after hours register</li> <li>• Visitors register, Government Vehicle Control register, exhibit register (own property register)</li> <li>• Complete pre and post vehicle inspection sheet</li> <li>• Inspect trip authority</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket Book and pen Occurrence Book Handcuffs Pepper spray Clocking tags Baton
Reception	<ul style="list-style-type: none"> <li>• Access control for all officials and visitors that enters/exits via gate by foot</li> <li>• Monitor illegal entry in the building.</li> <li>• Assist in emergency responses</li> <li>• Confirm visitors with the host</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Relevant registers as per Security Plan
All gates(where applicable)	<ul style="list-style-type: none"> <li>• Access control for all vehicles and pedestrians.</li> <li>• To control the number of cars in the parking area.</li> <li>• Monitor illegal access to the building</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen

	<ul style="list-style-type: none"> <li>Control the use of the parking area.</li> <li>Monitor the parking area for criminal activities</li> <li>Assist in emergency response.</li> </ul>			<p>Clocking tags</p> <p>Hand-cuffs</p>
Control Room (where applicable)	<ul style="list-style-type: none"> <li>Monitoring perimeter (fence)</li> <li>Checking patrols (night shift &amp; weekends) must be reported to Security Management</li> <li>Reviewing previous days on cameras</li> <li>Checking Access Control system's information</li> <li>Refreshing and resetting of doors when power failure occurred.</li> <li>Report ALL incidents, reviews and patrols to Security Management</li> <li>Switching on of computers, joysticks and monitors (control room equipment must be operational at all times)</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence		<p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p> <p>Clocking tags</p> <p>Hand-cuffs</p> <p>Normal baton</p> <p>Relevant registers as per Security Plan</p>
<b>DISTRICTS BUILDINGS: FRANCES BAARD, PIXLEY, NAMAKWA, JTG and ZFM</b>				
<b>DUTY POINT</b>	<b>JOB PURPOSE</b>	<b>JOB REQUIREMENTS</b>		
Reception areas	<ul style="list-style-type: none"> <li>Access control for all officials and visitors that enters/exits via gate by foot</li> <li>Monitor illegal entry in the building.</li> <li>Assist in emergency responses</li> <li>Confirm visitors with the host</li> <li>Escorting of visitors</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence		<p><b>OTHER SECURITY AIDS</b></p> <p>Two-way radio</p> <p>Torch</p> <p>Pocket book and pen</p> <p>Clocking tags</p> <p>Normal baton</p> <p>Relevant registers as per Security Plan</p>

All gates	<ul style="list-style-type: none"> <li>• Access control for all vehicles and pedestrians.</li> <li>• To control the number of cars in the parking area.</li> <li>• Monitor illegal access to the Department.</li> <li>• Control the use of the parking area.</li> <li>• Monitor the parking area for criminal activities</li> <li>• Assist in emergency response.</li> <li>• Use security registers: visitors register, staff after hours register, Government vehicle gate control register, exhibit registers (own property register)</li> <li>• Completion of pre and post vehicle inspection</li> <li>• Inspect trip authority</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking batons Hand-cuffs Clocking tags Normal baton Relevant registers as per Security Plan
<b>ALL BUILDINGS</b>			
Site Supervisor	<ul style="list-style-type: none"> <li>• Supervise the guards on site and ensure full compliance to the SLA</li> <li>• Respond to panic alarm activation.</li> <li>• Call for back up from SAPS</li> <li>• Respond to building and fence alarms, panic button activations or any other emergency that can occur on the premises.</li> <li>• Deploy security personnel at various duty points; and manage/supervise security company staff deployed on the premises.</li> <li>• Assist in emergency responses</li> <li>• Relieve any of the other guards for body breaks (short periods), if require, to ensure all posts are</li> </ul>	No criminal offence; South African; Grade 12; PSIRA Grade B; SASSETA accredited firearm certificates; valid unendorsed driver's license; positive security clearance; Proficient in English; and service excellence	Two-way radio Licensed firearm Light vehicle Torch Pocket book and pen Occurrence Book (OB) Hand-cuffs Clocking tags Normal baton Relevant registers as per Security Plan



	<p>manned at all times.</p> <ul style="list-style-type: none"><li>• Patrol the premises for criminal activity.</li><li>• Monitor illegal access to the buildings</li><li>• Monitor suspicious persons entering the buildings</li><li>• Inspect the proper use of all gate registers</li></ul>		Incident register
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**NOTE:** The number of security guards may be reviewed as and when required and such will be communicated to the Service Provider in order to amend their monthly invoice in line with the actual number of security guards.

**CLOCKING POINTS AT DEPARTMENT OF SPORT ARTS AND CULTURE (HEAD OFFICE- MJE PRECINCT)**

DUTY POINT	NUMBER OF CLOCKING POINTS FOR THE SECURITY GUARD	COMMENTS
Guard Room	1 Clocking point <ul style="list-style-type: none"> <li>On the wall next to the door</li> </ul>	Security Guards to clock hourly.
Block A [Newly Built Offices]	2 Clocking points <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
Block B [ Chief Directorate- Programs]	3 Clocking point <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
Block C [HRM/D]	2 Clocking point <ul style="list-style-type: none"> <li>On the wall next to the door</li> </ul>	Security Guards to clock hourly.
Block D [Registry]	3 Clocking point <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
Block E [SCM]	3 Clocking point <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
Block F [ Security and Transport]	3 Clocking point <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
Block G [HoD]	5 Clocking point <ul style="list-style-type: none"> <li>on the wall</li> </ul>	Security Guards to clock hourly interval.
BLOCK H [Finance & Corporate Services]	5 Clocking Points <ul style="list-style-type: none"> <li>On the wall</li> </ul>	Security Guards to clock hourly
GARAGES	2 Clocking Points	Security Guards to clock hourly

Block I [Library Depot]	<ul style="list-style-type: none"> <li>On the wall in front</li> </ul>	Security Guards to clock hourly
	10 Clocking Points On the wall in front	

**NB: Other sites of the Department without clocking systems must be fitted as well where Security Guards are posted.**

**Block A and I in building progress.**

**LANGUAGE PROFICIENCY**

All guards must be proficient in English and at least one other official language. Due to the nature of our business, communication is essential and it is therefore required that guards must be able to read, write and communicate effectively in English (Preferably with Grade 12 certificate).

**SUPERVISION OF WORK**

The Service Provider will supervise and exercise proper control over its personnel and shall not hold the department liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

**RESPONSIBILITIES**

The Service Provider will provide and take responsibility for the following:

- Security guards
- Installing, controlling & auditing check points where guards are patrolling.
- Access control books and OB books
- Rechargeable torches
- Two-way radios and register on frequency
- Security registers [Visitors Registers, Laptop Registers and etc]

The department of Sport Arts and Culture will take responsibility for the:

- Provision, upkeep and maintenance of the guard house and toilet facility.

- Provision, upkeep and maintenance of all gates
- Provision of operational procedures & requirements.
- Provision, upkeep and maintenance of telephone extensions(where applicable) at the Security gates, Reception area and Control room.



**CONDITIONS AND UNDERTAKINGS BY  
BIDDER IN RESPECT OF THIS BID**

## CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

### 1. **Proprietary Information**

Department of Sport, Arts and Culture (DSAC) considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DSAC. 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 the Department of Sport, Arts and Culture.

2. You are hereby invited to bid for the rendering of security services to the Department of Sport, Arts and Culture for a period of three (3) years.

3. Service providers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the 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. **Submission of Bids**

5.1 **Bids should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, "**BID NO. NCDSAC-003-2021: THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THREE (3) YEARS.**" **The sealed envelope must be placed in the Tender Box at the Main Reception Area of the Mervin J Erlank Sport Precinct Building (MJESP) at 10 – 12 Recreation Road, Florianville, Kimberley, 8301 by no later than 11h00 on Monday, 15 November 2021.** 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 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 Post Office are used.
- 5.4 All bids must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**
- 5.5 No bid received by fax or email or similar medium will be considered.
- 5.6 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 bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The bid box is generally open 24 hours a day, 7 days a week.
- 5.7 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document.
- 5.8 **An Exempted Micro Enterprise (EME) is required to submit an original certified sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by Regulation 6 and 7 of the Preferential Procurement Regulations 2017.**
- 5.9 The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:
- 5.9.1 Award contract or any part thereof to one or more service providers;
  - 5.9.2 Reject all bids;
  - 5.9.3 Not to accept the lowest bid or any bid in part or in whole;
  - 5.9.4 Consider any bids that may not form conform to any aspect of the bidding requirements;
  - 5.9.5 Decline to consider any bids that do not conform to any aspect of the bidding requirements;

**5.9.6 Request further information from any service provider after closing date;**

**5.9.7 Cancel this bid or any part thereof at any time.**

**5.9.8 Disqualify a bidder not adhering to the subcontracting as a condition of tender for procurement above R30 million (Regulation 9).**

5.10 Certified copies of original company registration documents. Certification stamp must be original and not more than 3 months old as at the date of closing of bid.

5.11 SARS "TAX CLEARANCE STATUS PIN" to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidder's must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract to a company whose tax affairs are not in order as determined by the South African Revenue Services (SARS). A contract will not be awarded to a bidder/s that cannot provide proof that their tax matters are in order at the time of the award of the bid. The Department will inform bidders at various stages during the bid evaluation process if their tax compliance status has changed. Bidders are advised to ensure that they are tax compliant before bid award is considered.

5.12 All communication between the bidder and the Department must be done in writing.

5.13 Any corrections on the bid document made by the bidder must be initialled.

5.14 Use of correcting fluid is prohibited.

5.15 Bids will be opened in public as soon as practicable after the closing time of bid.

5.16 The bid document must be completed in ink. Non adherence to this condition will invalidate the bid.



5.17 The bid document should be submitted on the official bid document as advertised. Bidders are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The bidder should not change the Departmental Format of the bid document. If any other forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.

### 5.18 Pre-qualification criteria – Gate 0

Without limiting the generality of DSAC other critical requirements for this Bid, a Bidder must submit the documents listed below. Documents must be completed and signed by the duly authorized representative of the prospective bidder.

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
1) Non-Compulsory Virtual Briefing Session	<b>NO</b>	<b>A non-compulsory briefing session will be held on Friday, 29 October 2021 @ 09:00AM.</b> Any SCM and Technical Inquiries to be submitted in writing to the relevant departmental officials.	
2) Invitation to bid – NCP 1	<b>YES</b>	Complete and sign the supplied pro forma document.	
3) NCP 3.1 Pricing Schedule Firm prices (purchases)	<b>YES</b>	Complete and sign the supplied pro forma document.	
4) NCP 3.3 Pricing Schedule (Professional Services)	<b>YES</b>	Complete and sign the supplied pro forma document.	
5) Declaration of interest – NCP 4	<b>YES</b>	Complete and sign the supplied pro forma document.	
6) Preference Points Claim Form in terms of Preferential Procurement Regulations 2017 – NCP 6.1	<b>NO</b>	Non submission will lead to a zero (0) score on BBBEE.	
7) Contract Form – Rendering of services – NCP 7.2, Part 1 and 2	<b>YES</b>	Complete and sign the supplied pro forma document.	
8) Declaration of bidders past SCM Practices – NCP 8	<b>YES</b>	Complete and sign the supplied pro forma document.	
9) Certificate of independent	<b>YES</b>	Complete and sign the supplied pro	

bid determination – NCP 9		forma document.	
10) Joint venture bidders must individually complete NCP 4, 8 and 9.	<b>YES</b>	Joint venture bidders must individually complete: <ul style="list-style-type: none"> <li>i. NCP 4,</li> <li>ii. 8 and</li> <li>iii. 9.</li> </ul>	
11) Signed Joint venture agreement by bidders stipulating the work split and rand value.	<b>YES</b>	Signed joint venture agreement by both parties.	
12) Resolution of the board of directors for the establishment of the Joint Venture.	<b>YES</b>	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.	
13) Originally Certified BBEE Certified/Originally Certified Sworn Affidavit	<b>NO</b>	Non submission will lead to a zero (0) score on BBEE during the request for quotation process after the panel of the suppliers were appointed.	
14) Originally Certified BBEE Certified/Originally Certified Sworn Affidavit <i>(Consolidated certificate/sworn affidavit)</i>	<b>NO</b>	Non submission will lead to a zero (0) score on BBEE during the request for quotation process after the panel of the suppliers were appointed.	
15) Registration on the Central Supplier Database (CSD).	<b>YES</b>	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. If not registered you cannot be appointed on the panel of service providers. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your supplier number (MAAA...). Submit proof of registration.	

16) Good standing on tax affairs.	<b>YES</b>	<p>I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the bid document.</p> <p>II. Proof of registration on the Central Supplier Database (Most recent CSD Report).</p> <p>III. Supplier Number (MAAA...) as per your CSD Report.</p> <p>IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p><b>(NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT LEGISLATIVE TAX COMMITMENTS.</b></p>	
17) Certified copies of original company registration documents.	<b>YES</b>	<p>i. Certificate of registration.</p> <p>ii. Change of name certificate (if applicable).</p> <p>iii. Register of directors, and most current registered business address.</p> <p>(Company registration: CM1 and CK1, Change of name certificate: CM9, Latest registered address: CM22, Most current register of directors: CM29 and CK2).</p>	
18) VAT Registration Certificate.	<b>If applicable</b>	Bidders can only charge VAT if registered for VAT at SARS. This must be reflected on their CSD Reports.	
19) Certified copies of share certificate.	<b>YES</b>	For all current shareholders/directors/members.	

20) Certified copies of identity documents.	<b>YES</b>	For all current shareholders/directors/members.	
21) Certified copy of company registration as a security service provider with PSIRA.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
22) Certified copy's of members/directors registration as a security service provider with PSIRA.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
23) Certified copy of letter of good standing with PSIRA not older than three (3) months.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
24) Certified copy of letter/certificate of good standing with Compensation for Occupational Injuries and Diseases (COID) not older than three (3) months.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
25) Certified copy's of letter of good standing with the Provident and UIF not older than three (3) months.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
26) Proof of functional control room based in the Northern Cape.	<b>NO</b>	Non submission will lead to lower scores during functionality.	
27) Annual financial statements for three (3) years or latest three (3) months bank statement stamped by the bank to the Security Company to demonstrate their capability to support	<b>NO</b>	Non submission will lead to lower scores during functionality.	

the Department of Sport, Arts and Culture. (Bank confirmation of credit facility).			
28) Company/Entity Profile reflecting the previous work done relevant to the project. CV's of each team member	<b>NO</b>	Non submission will lead to lower scores during functionality.	
29) Reference letters from clients (current and previous).	<b>NO</b>	Non submission will lead to lower scores during functionality.	
30) Application for fingerprinting clearance (SAPS 91a) and Indemnity Form for all Directors	<b>NO</b>	Non submission will lead to lower scores during functionality.	
31) Name and contact details of Auditing/ or Accounting Firm (Contact details of Accounting Officer)	<b>NO</b>	Non submission will lead to lower scores during functionality.	
32) Name list of employees of the company (reflecting identity numbers of the employees)	<b>NO</b>	Non submission will lead to lower scores during functionality.	
33) Letters declaring members or directors involvement in associated businesses	<b>NO</b>	Non submission will lead to lower scores during functionality.	
34) Tenderer must submit proof of subcontracting arrangement between the main tenderer and and the subcontractor. Proof of subcontracting must include a subcontracting agreement between the main tenderer and the subcontractor. <i>(NB!!) It is important that the main bidder subcontract to a subcontractor within the Security Industry that is</i>	<b>YES</b>	Tenderers that do not meet the subcontracting requirements are considered being not acceptable tenders and will be disqualified and may not be considered for further evaluation.	

<p><i>registered with PSIRA. (Adherence to the Preferential Procurement Regulations 2017, Paragraph 14 – Subcontracting as a condition of tender for procurement above R30 million (Regulation 9)</i></p>			
<p>35) General conditions of contract</p>	<p><b>YES</b></p>	<p>All pages to be initialled.</p>	

### 5.19 Mandatory requirements – Gate 1

Only bidder(s) that have met the pre-qualification criteria in Gate 0 will be evaluated in Gate 1 for compliance with the Mandatory Requirements.

**In line with the Government’s objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement.** The pre-qualification criteria may stipulate that only one

or more of the following tenderers may respond to this bid:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30% to:
  - (i) An EME or QSE which is at least 51% owned by black people;
  - (ii) An EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) An EME or QSE which is at least 51% owned by black people who are women;
  - (iv) An EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) A cooperative which is at least 51% owned by black people;

- (vii) An EME or QSE which is at least 51% owned by black people who are military veterans; and
- (viii) An EME or QSE.

A tender that fails to meet any qualifying criteria stipulated in the tender documents is **NOT** an acceptable tender and will result in the **immediate disqualification** of a bidder.

**PHASE 1 – PRE-QUALIFICATION**

**This bid is ring-fenced to the following companies being:**

- i. EME with a B-BBEE Level 1, 2 or 3
- ii. QSE with a B-BBEE Level 1, 2 or 3

**PHASE 2 – SUB-CONTRACTING AS A CONDITION OF TENDER**

In respect of this request for proposal the successful bidder must subcontract a minimum of 30% of the value of the contract to the above mentioned specified EME or QSE.

**(NON COMPLIANCE TO THE MANDATORY PRE-QUALIFICATION WILL RESULT IN AUTOMATIC DISQUALIFICATION)**

**5.20 Mandatory requirement – Gate 2**

**A total of 100 points are allocated for functionality evaluation according to the following criteria:**

Description/Criteria	Weight	Documentary Evidence/ Scoring guideline	Value
1.Experience in rendering a similar security service	20	Provide signed and authentic reference letters on the clients letterhead reflecting the following: Number of years experience in delivering similar service (duration), approximate value of goods or services, performance of the supplier (Excellent, good/ average/poor), quality of security services and adherence to specifications, will you recommend this supplier to anyone without reservations.	



		<p>Relevant experience greater than 5 years and more than 4 years.</p> <p>Relevant experience greater than 4 years and more than 3 years.</p> <p>Relevant experience greater than 3 years and more than 2 years.</p> <p>Relevant experience greater than 2 years and more than 1 year.</p> <p>Relevant experience greater than 1 year.</p> <p>Relevant experience less than 1 year.</p>	<p>5 = 20</p> <p>4 = 16</p> <p>3 = 12</p> <p>2 = 8</p> <p>1 = 4</p> <p>0 = 0</p>
2. Responsiveness of documents submitted.	10	<p>(i) Certified copy of PSIRA registration of the company;</p> <p>(ii) Certified copy of PSIRA registration of the members/directors;</p> <p>(iii) Certified copy of Letter/certificate of good standing with COID;</p> <p>(iv) Certified copy of letter of good standing with Provident Fund;</p> <p>(v) Certified copy of letter of good standing with UIF.</p>	<p>(i) = 2 points</p> <p>(ii) = 2 points</p> <p>(iii) = 2 points</p> <p>(iv) = 2 points</p> <p>(v) = 2 points</p>
3. Financial ability to execute the contract.	20	<p>Submission of:</p> <p>Annual financial statements for the past three (3) financial years (Including statement of comprehensive income, Statement of financial position, Statement of cash flow and accompanying notes or latest three (3) months bank statement stamped by the bank to the Security Company to demonstrate their capability to</p>	<p>2 = 20</p>

		support the Department of Sport, Arts and Culture. (Entities trading for less than three (3) years financial periods should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three (3) financial periods should accompany this submission.) In the absence of the above, bank confirmation of credit facility from a reputable financial institution to be provided.	
4. Capacity to deliver on all requirements as per the scope/terms of reference	20	<ul style="list-style-type: none"> <li>(i) Evidence qualifications of individuals, number of skilled people to do the job and their expertise (CV's &amp; Organogram)</li> <li>(ii) Risk identification, mitigation plan, contingency plan and operational management plan</li> </ul>	<ul style="list-style-type: none"> <li>(i) = 10 points</li> <li>(ii) = 10 points</li> </ul>
5. Fully equipped control room/facility which can respond to emergencies to any DSAC Site within an agreed timeframe.	15	<ul style="list-style-type: none"> <li>(i) 24 hour control room – proof must be provided: City Council rates or rental agreement;</li> <li>(ii) Registers, posting sheet, training schedule;</li> <li>(iii) Uniform and equipment -pictures to be provided;</li> <li>(iv) Vehicles-proof of registration to be provided;</li> <li>(v) Communication-proof of telephone, fax and emails to be provided.</li> </ul> <p>Pictures of all views of the Control Room to be provided.</p> <p><i>(Site visits may be conducted to verify the above).</i></p>	<ul style="list-style-type: none"> <li>(i) = 1 point</li> <li>(ii) = 1 point</li> <li>(iii) = 5 points</li> <li>(iv) = 5 points</li> <li>(v) = 3 points</li> </ul>

6. Protocols and Etiquette	5	Plan to be provided outlining the approach in terms of the categories below: i. VIP's ii. Staff iii. Visitors iv. Equipment (Assets) v. Procedures	a) Poor = 0 b) Average = 2 c) Good = 3 d) Very good = 4 and e) Excellent = 5
7. Locality	10	Indicate and provide proof if your company has a functional local office within the Northern Cape.  The company is based outside of the Northern Cape Office.	1 = 10  0 = 0
<b>Total points</b>	<b>100</b>		

**NB: Only Bidders that have met the 65 point threshold will be expected to make presentations.**

### **Gate 3: Price and BBEE Evaluation (80+20) = 100 points**

Only Bidders that have met the 65 point threshold in Gate 2 will be evaluated in Gate 3 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

#### **1. Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
Price Evaluation	80

$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	
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The following formula will be used to calculate the points for price:

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**2. Stage 2 – BBEE Evaluation (20 Points)**

**a. BBEE Points allocation**

A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (NCP 6.1); and

- B-BBEE Certificate or Sworn Affidavit

6. Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to the following:

6.1 Extend the validity period of the bid after closing date of bid submission and

6.2 Amend any bid conditions before the closing date of the bid.

7. Bids are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2017.

8. 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.

9. 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.

10. 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.

11. This bid and its acceptance shall be subject to the terms and conditions contained in this bid document.

12. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

13. The bidder hereby accepts 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.

14. **Legal Implications** – The successful service provider/s 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 concerned 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:
  - 15.1 directly or indirectly fixing a purchase or selling price or any other trading condition;
  - 15.2 dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or
  - 15.3 collusive bidding.
17. If a bidder(s) or contractor(s), in the judgement of the purchaser, has/have been 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 be 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 the 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.

### 19.1 Briefing date and session

**A Non-Compulsory Virtual Briefing Session will be held on Friday 29 October 2021 at 09h00AM.**

*(Service providers are encouraged to request the link for the meeting from the Departmental Officials before the date and time of the meeting. This is to ensure a disturbance free session).*

### 19.2 Timeline of the bid process

The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on National Treasury E-tender Portal / Printed media and Departmental Website	DSAC Website: <a href="http://dsac.ncpg.gov.za/index.php/tenders">http://dsac.ncpg.gov.za/index.php/tenders</a> National Treasury E-Portal: <a href="https://www.etenders.gov.za">https://www.etenders.gov.za</a> Printed media
Non-Compulsory Virtual Briefing and Clarification Session	29 October 2021 @ 09:00AM
Questions relating to bid from bidder(s) in writing via email	05 NOVEMBER 2021
Bid closing date	15 NOVEMBER 2021
Bid closing time	11:00AM
Notice to bidder(s)	DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will endeavor to inform bidders of the progress until conclusion of the tender.

## **20. SPECIAL CONDITIONS OF THIS BID**

**Department of Sport, Arts and Culture: Northern Cape reserves the right:**

- b. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- c. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- d. To accept part of a tender rather than the whole tender.
- e. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- f. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- g. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- h. Award to multiple bidders based either on size or geographic considerations.

## **21. Department of Sport, Arts and Culture: Northern Cape REQUIRES BIDDER(S) TO DECLARE:**

In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Sport, Arts and Culture: Northern Cape;
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat Department of Sport, Arts and Culture: Northern Cape



- fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Sport, Arts and Culture: Northern Cape;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Sport, Arts and Culture: Northern Cape as a client before any other consideration; and
  - h. To ensure that any information acquired by the bidder(s) from Department of Sport, Arts and Culture: Northern Cape will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- a. Department of Sport, Arts and Culture: Northern Cape reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of Sport, Arts and Culture: Northern Cape or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
  - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Sport, Arts and Culture: Northern Cape's

officers, directors, employees, advisors or other representatives;

- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Sport, Arts and Culture: Northern Cape relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Sport, Arts and Culture: Northern Cape against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Sport, Arts and Culture: Northern Cape and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **24. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Sport, Arts and Culture: Northern Cape, its

employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **25. INDEMNITY**

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

## **26. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **27. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Sport, Arts and Culture: Northern Cape shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **28. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. Department of Sport, Arts and Culture: Northern Cape reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Sport, Arts and Culture: Northern Cape, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Sport, Arts and Culture: Northern Cape further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Sport, Arts and Culture: Northern Cape reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **30. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the Northern Cape courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. As part of this bid requirements, sub-contracting is a pre-qualifying criteria the successful bidder is allowed to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Sport, Arts and Culture: Northern Cape will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **32. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Sport, Arts and Culture: Northern Cape's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Sport, Arts and Culture: Northern Cape remain proprietary to Department of Sport, Arts and Culture: Northern Cape

and must be promptly returned to Department of Sport, Arts and Culture: Northern Cape upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Sport, Arts and Culture: Northern Cape's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **33. Department of Sport, Arts and Culture: Northern Cape PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Sport, Arts and Culture: Northern Cape proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

### **34. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (NCDSAC/003/2021), the Department of Sport, Arts and Culture: Northern Cape may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



**ANNEXURE A2  
(Form of Offer and Acceptance).**

**PRICING SUBMISSION**

**RFP NO:**

DEPARTMENT OF SPORT, ARTS AND CULTURE

**RFP NAME:**

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS

**BIDDER NAME**

**PRICE INSTRUCTIONS**

**1. STRUCTURE OF THE TENDER**

This spreadsheet for [RFP/BID NCDSAC-003-2021](#) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

1. FRANCES BAARD DISTRICT						
MERVIN J ERLANK SPORT PRECINCT				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
3	1	R0.00	R0.00	R -	R -	
3	1	R0.00	R0.00	R -	R -	
3	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

2. MINISTRY						
OFFICE OF THE MEC				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

3. MAYIBUYE CENTRE						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
3	1	R0.00	R0.00	R -	R -	
3	1	R0.00	R0.00	R -	R -	
3	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

4. ARCHIVES REPOSITORY						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

5. NC THEATRE						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

6. AR ABASS STADIUM						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

7. BARKLEY WEST LIBRARY						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

8. ROBERT SOBUKWE LIBRARY (GALESHWE PRECINCT)						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

9. PERM BUILDING						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
2	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

10. GREENPOINT LIBRARY						
				TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
1	1	R0.00	R0.00	R -	R -	
			<b>R0.00</b>	<b>R0.00</b>	<b>R0.00</b>	

2. PIXLEY KA SEME DISTRICT						
RICHMOND LIBRARY			TOTAL			
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
0			R0.00	R0.00	R0.00	

3. ZFM DISTRICT						
ZFM DISTRICT OFFICE			TOTAL			
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	-
2	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
0			R0.00	R0.00	R0.00	

4. STERNHAM LIBRARY GROBLERSHOOP						
			TOTAL			
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	-
2	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
0			R0.00	R0.00	R0.00	

5. NAMAKWA DISTRICT LIBRARY						
			TOTAL			
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	-
2	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
0			R0.00	R0.00	R0.00	

6. JTG DISTRICT TSINENG LIBRARY						
			TOTAL			
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3	
1	1	R0.00	R0.00	R -	R -	-
1	1	R0.00	R0.00	R -	R -	-
0			R0.00	R0.00	R0.00	



**SECURITY SERVICES - PRICING STRUCTURE FOR THE THREE (3) YEARS**

MONTHLY COSTS YEAR 1	R0.00
MONTHLY COSTS YEAR 2	R0.00
MONTHLY COSTS YEAR 3	R0.00
YEAR 1 TOTAL	R0.00
YEAR 2 TOTAL	R0.00
YEAR 3 TOTAL	R0.00
<b>TOTAL COSTS FOR THREE (3) YEARS</b>	<b>R0.00</b>

<b>PRICE THAT WILL BE USED FOR EVALUATION PURPOSES</b>	<b>R</b>	<b>-</b>
--	----------	----------

**I, the undersigned (Full name and surname)**

.....

Certify that the information as provided in the table above is true and correct (to be recalculated by the Bidder), and understood the above document in full.

.....  
Signature

.....  
Date



## **T 2.1:**

# **LIST OF RETURNABLE DOCUMENTS**



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

### **TENDER NR.: NCDSAC/003/2021**

#### **APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS**

##### **NCP SCHEDULES & GENERAL CONDITIONS OF CONTRACT JULY 2010 & RELATED DOCUMENTS**

###### **LIST OF NCP FORMS**

1. NCP 1
2. NCP 2
3. NCP 3.1
4. NCP 4
5. NCP 6.1
6. NCP 7.2
7. NCP 8
8. NCP 9
9. RECORD OF ADDENDA TO TENDER DOCUMENTS

###### **GENERAL CONDITIONS OF CONTRACT JULY 2010**

10. GENERAL CONDITIONS OF CONTRACT JULY 2010 (ALL PAGES TO BE INITIALLED BY THE BIDDER)
11. THE PRICE DECLARATION FORM – ANNEXURE A2 (FORM OF OFFER AND ACCEPTANCE

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE**

BID NUMBER: NCDSAC-003-2021      **CLOSING DATE: 15 NOVEMBER 2021**      **CLOSING TIME: 11H00**

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

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (NCP 7.2).**

**BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE MAIN RECEPTION AREA:**

**Mervin J Erlank Sport Precinct Building (MJESP)**

**10 – 12 Recreation Road**

**Florianville**

**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

TAX CLEARANCE CERTIFICATE AND SARS TAX STATUS PIN LETTER (GOOD STANDING) BEEN SUBMITTED       Yes     No

CSD SUPPLIER NUMBER: MAAA.....

HAS AN ORIGINALLY CERTIFIED COPY OF THE BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED?       Yes     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




AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

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?

 Yes

 No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN  
BASED SUPPLIER  
FOR THE GOODS  
/SERVICES /WORKS  
OFFERED?

 Yes

 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 OF SPORT, ARTS AND CULTURE	DSAC – SCM OFFICE	CONTACT PERSON	MR. T SEGOPA
CONTACT PERSON	MR. HEE NIEUWENHUIZEN	TELEPHONE NUMBER	082 883 8806
TELEPHONE NUMBER	082 605 4028	E-MAIL ADDRESS	tsegopa@ncpg.gov.za
E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za		

## 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 AND MUST NOT TO BE RE-TYPED, FAXED OR SCANNED DOCUMENT TO SCM OFFICIALS WILL NOT BE CONSIDERED.
- 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)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  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.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, BIDDERS ON THE TENDER DEFAULT REGISTER AND BIDDERS LISTED ON THE DATABASE OF RESTRICTED SUPPLIERS OF NATIONAL TREASURY.**

**TAX CLEARANCE REQUIREMENTS****IT IS A CONDITION OF BIDDING THAT:**

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The form "Application for Tax Clearance Certificate (in respect of Bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of 6 (six) months from the date of issue. This Tax Clearance Certificate must be submitted in the original (or PIN), together with the bid and attached to Schedule 15. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate Tax Clearance Certificate. Copies of the "Application for Tax Clearance Certificates" are available at any Receiver's Office.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <u>NCDSAC-003-2021</u>
Closing Time 11:00	Closing date <u>15 NOVEMBER 2021</u>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"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.

<sup>2</sup>"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**

2.9.1 If so, furnish particulars.

.....

.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

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

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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

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

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



### CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js914w 2





# **T 2.2:**

# **RETURNABLE SCHEDULES**



## DEPARTMENT OF SPORT, ARTS AND CULTURE

### TENDER NR.: NCDSAC/003/2021

#### APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS

##### RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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



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