



**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**TENDER NO: ACDP 23/11**

**ADVERTISEMENT: RENDERING OF SECURITY SERVICES FOR VARIOUS SITES  
FOR ALL DISTRICT FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL  
DEVELOPMENT FOR A PERIOD OF THREE YEARS**

<b>NAME OF TENDERER</b>	
<b>TOTAL TENDERED AMOUNT</b>	
<b>VAT NUMBER (if registered for VAT)</b>	
<b>SUPPLIER CSD REGISTRATION NUMBER</b>	
<b>TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)</b>	

**PREPARED BY:**



**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT  
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT  
PRIVATE BAG X 9487  
POLOKWANE  
0700**

**CLOSING DATE : 06 DECEMBER 2023**  
**Time : 11h00**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ACDP 23/11	CLOSING DATE:	06 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	ADVERTISEMENT: RENDERING OF SECURITY SERVICES FOR VARIOUS SITES FOR ALL DISTRICT FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF THREE YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
67/69 BICCARD STREET DEPARTMENT					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
POLOKWANE					
0699					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mononyane NM		CONTACT PERSON	Phosa MF	
TELEPHONE NUMBER	015 294 3351/3434		TELEPHONE NUMBER	015 294 3191 or 082 771 3492	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mononyanenm@agric.limpopo.gov.za		E-MAIL ADDRESS	phosamf@agric.limpopo.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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 <b>ADCP 23/11</b>
Closing Time <b>11:00</b>	Closing date <b>06 DECEMBER 2023</b>

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) AS PER PRICE SCHEDULE
1	VARIOUS	AS PER SBD 1	

- 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: \*Not firm

\*\* "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

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

.....  
**Signature of Bidder**

.....  
**Date**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....

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

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

<sup>2</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.



public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black People ownership > 51%	CSD and/ or copy of company registration report	7	
Women Ownership > 51%	CSD Report	1	
Persons with Disability Ownership >51%	CSD and Medical Certificate from recognized Medical Practitioner	1	
Youth Ownership >51%	CSD Report	1	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish

documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**TERMS OF REFERENCE**

**FOR**

**RENDERING OF SECURITY SERVICES FOR VARIOUS SITES FOR ALL DISTRICTS  
FOR LIMPOPO DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT**

## 1. PURPOSE

The purpose of the assignment is to appoint a service provider to supply security guards to render physical security services at all Districts for a period of thirty-six (36) months/ 3 years.

The protection of departmental staff, visitors and state assets including other valuables at the intended sites against theft, vandalism and any other unlawful act. The protection of the state's officials against internal and external injuries, death, or any offences, including offences referred to in the Criminal Procedure Act, 1977.

## 2. BACKGROUND

According to Section 38(d) of the PFMA, the accounting officer for the department, trading entity or constitutional institution is responsible for the total management of the department, including the safeguarding, maintenance, and management of assets.

## 3. SCOPE OF WORK - REFER TO ANNEXURE B ATTACHED

## 4. BID PRICE

- 4.1 All prices must indicate prices without Vat and prices inclusive of VAT whether registered or not. The awarded bidders, who are not VAT registered / vendor will be required to register for VAT before signing the SLA Agreement.
- 4.2 Bidders should note that only statutory price adjustment applications shall be considered under the National Bargaining Council Private Security Sector and PSIRA.
- 4.3 The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 4.4 Successful bidders will be allocated not more than one ecological zone; therefore, bidders must ensure that when bidding they indicate the price for each site and ecological zone as per pricing schedule and must express prices for their services in South African currency.
- 4.5 Bidders must prepare a pricing schedule signed by the authorized signatory, indicating costs per month, including overheads and costs for the first year of the period of contract (36 months). Should there be a discrepancy between the prices in the schedule and price per ecological zone indicated, **please take note that the price per ecological zone will take preference.**

## 5. SPECIAL CONDITIONS

- The contract will be for the period of 36 months (3 years) and can be reviewed as and when based on the performance and compliance to the provisions of the Service Level Agreement.
- Security officer should be replaced immediately replaced when security is compromised.
- There should be a 24Hour visiting supervisor.
- The successful bidder will be required to submit the names of their personnel with criminal record checks.
- A reception desk will be placed in the building entrance, where security officers will be deployed to monitor the movement of visitors and employees.



- The successful bidder will be required to submit a proof of public liability insurance of R15 000 000.00
- Bid offers are valid for Hundred and twenty days (120) days and shall be evaluated within the validity period.
- **It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R1 million. Non- VAT Vendors will be given 7 working days to register.**
- **Bidders should note the department will only appoint one service provider per ecological zone, and that the bid will be awarded to top scoring bidders.**
- **No subcontracting is allowed for this bid.**

## 6. REQUIREMENTS

The following items should be supplied at the Service Provider's own expense.

6.1. The following registers should be used:

- Vehicle registers (Private)
- After hours and Weekend register.
- Occurrence Book
- Visitor registers
- Property registers (Movable Assets)
- Special Laptop Register
- Government vehicle register.
- Firearms Register
- Shift Register
- Firearm permit book
- Pocket book per guard

6.2. Security equipment to be used (Functional or in working condition):

- Torches per security officer (for night duty)
- Batons sticks and handcuffs per security officer
- Firearms per site job description
- Two-way radios per security officer
- Patrol Vehicle
- Handheld scanner
- Company Cell phone – per site
- Temperature scanner (during COVID or any pandemic that warrants it)

## 7. Specific Requirements

- Security Officers must always have PSIRA ID card with them whilst on duty
- No alcohol or Prohibited drugs to be used on duty or reporting on being under the influence.
- Security Officers must wear their full uniform when on duty.
- Security Officers must always be clean and neat when reporting for duty
- Security Officers must be on their post for the whole shift
- Posts must not be left unattended

- g) No private vehicle will be allowed to enter LDARD unless permission is granted by the Security Officers
- h) All government vehicles must be registered when leaving and entering the premises.
- i) Departmental employees must produce their positive identification cards when entering the premises
- j) All vehicles must be searched.
- k) The Gate must always be closed.
- l) Daily patrols to be done and recorded in an O.B
- m) All vehicles parked in the premises during the night must be checked e.g. whether locked or not, window closed, spare wheels, etc.
- n) Any unusual situation must be reported immediately to Security Administrator/ delegated official
- o) Departmental assets should not be removed without proper authorization.
- p) The Security Service Provider (Owner) or the delegated officer higher than the Supervisor should visit security Officers at least bi –monthly.
- q) Only companies having security basic equipment's as per section 6.2 of this document shall be considered for rendering services e.g. firearms are one of the requirements.
- r) Security companies must comply with the Firearms Control Act (ACT 60 OF 2000) to qualify to render services in the department.
- s) The bidder must have a well-established and equipped 24-hour security control room (control room to be inspected by LDARD before the bid is awarded for shortlisted companies).
- t) The bidder must have an operational / project manager immediately available on a 24-hour basis to react in the event of emergencies.
- u) **The bidder must pay Security Guards the minimum wage according to the Main Collective Agreement (MCA) based on the signed MCA concluded on the 13 September 2022 and effective from 01 March 2023 as approved and Gazetted by the Minister of Labour. Please visit [www.nbcpsc.org.za](http://www.nbcpsc.org.za). LDARD will have no responsibility for wage negotiation between Security Guards and the bidder. If it is found out that you are not paying the Guards according to the MCA, LDARD reserves the right to terminate the contract.**
- v) Security company should provide each guard with masks (during COVID or any pandemic that warrants it)
- w) Security officers should not let anyone enter the premises without wearing masks and being scanned for temperature (during COVID or any pandemic that warrants it)

## 8. EVALUATION OF THE BID

8.1 The submission from the service provider will be evaluated in terms of the 90/10-point scoring system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and pre-qualification in terms of Regulation 4(1) of the Preferential Procurement Regulations, 2017.

8.2 The bids will be evaluated on four phases:

- Phase 1: Administrative Compliance
- Phase 2: Functionality
- Phase 3: Site Inspection
- Phase 4: Price and HDI

**8.3 Phase 1: Administrative Compliance:**

8.3.1 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

8.3.2 Without limiting the generality of LDARD’s other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders` responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents	Non-submission and partial completion will result in disqualification	Requirement
Invitation to Bid – SBD 1	<b>YES</b>	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.2	<b>YES</b>	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	<b>YES</b>	Complete and sign the supplied hard copy with the bid at the closing date and time. <b>(Must declare other companies that they own. Refer to Paragraph 2.3). in case of joint venture, both companies should complete separate SBD forms</b>
Preference Point Claim Form – SBD 6.1	<b>NO</b>	Non-Returnable of the supplied pro forma document will lead to Disqualification. <b>Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached</b>
Joint Ventures (J/V)	<b>YES</b>	Attach a valid JV agreement. Non-submission will lead to disqualification.  In the case of an award, the company need to register on CSD as a JV. The process is that the service providers

		must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. <b>The department will only make payment to a JV account. Should complete 2 separate SBD 4 for each company</b>
Copy of valid letter of good standing from PSIRA	<b>YES</b>	Must be submitted with the proposal
Certified copy of valid PSIRA registration for the company;	<b>YES</b>	Must be submitted with the proposal
Certified copy of valid PSIRA Grade A/B registration for all the Directors/owners of Private and Public Companies, all partnership, all trustees of a trust, all members of CC & Sole Proprietor;	<b>YES</b>	Must be submitted with the proposal
Certified copy of valid good standing with Workman Compensation Fund;	<b>NO</b>	The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act, 85 of 1993.
Certified copy of valid UIF registration;	<b>NO</b>	The successful bidder will be required to comply with the UIF requirements
Certified copy of valid firearm license/s;	<b>YES</b>	Must be submitted with the proposal
Certified copy of valid ICASA Communication radio License of the Company having the valid expiry date.	<b>YES</b>	Must be submitted with the proposal. (in cases where a third party ICASA License is used, letter of consent or agreement must be attached plus the certified copy of valid ICASA License)
Provident Fund	<b>YES</b>	Bidders to submit valid proof of Provident fund in the name of the Company upon appointment

**8.3.3 Bidders must ensure that they meet the following requirements before the bid can be awarded:**

Criteria	Requirement
Tax compliance status	<ul style="list-style-type: none"> <li>Bidder must be tax compliant before the bid is awarded,</li> </ul> <p><b>It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R1 million</b></p>

Criteria	Requirement
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Attach detailed CSD registration document
In the service of the state status	Bid will not considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless <b>the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal</b>
Tender defaulting and restriction status	Entity and directors must not be restricted
Compliance to Main Collective Agreement (MCA) National Bargaining Council for Private Security Sector (NBCPSS)	Bidder's must ensure that they pay their security guards according to Main Collective Agreement (MCA): National Bargaining Council for the Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act
Provident fund	Bidders to submit valid proof of Provident fund in the name of the Company upon appointment

#### 8.4 Phase 2 : TECHNICAL EVALUATION CRITERIA = 100 POINTS

All bidders are required to respond to the technical evaluation criteria.

Only Bidders that have met the Phase 1 will be evaluated in Phase 2 for functionality.

Functionality will be evaluated: ---

- (i) in accordance with the Evaluation criteria for functionality listed below
- (ii) out of 100 points and Bidders are required to achieve minimum threshold of 70 points in order to proceed to Phase 3 & 4

As part of due diligence, LDARD may conduct sites visit at a client of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the LDARD`s sole discretion.

#### Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is **70 points** to qualify for further evaluation. A bidder who scores less than **70 points** on functionality will be disqualified.

NO	CRITERIA	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
a)	<b>Client list references &amp; values</b>	Security Management Experience or Detailed experience of the bidder/company relating to similar work and track record (please attach appointment letters & orders and reference letters to verify with contact details and values of the contracts)	No information or experience indicated/ or not relevant to security	0	<b>30</b>
			Experience in security services from 1 – 24 months with total amount of the contract	1	
			Experience in security services from 25 – 48 months with total amount of the contract	2	
			Experience in security services from 49 – 56 months with total amount of the contract	3	

			Experience in security services from 57 - 112 months with total amount of the contract	4	
			Experience in security services from 112 months and above with total amount of the contract	5	
b)	<b>Current Works</b>	Proof / evidence to be attached in the form of company profile. Non submission will lead to zero points	No information	0	<b>20</b>
			Current value is above R30 000 000.00	1	
			Current value is between R16 000 000.00 and R30 000 000.00	3	
			Current value is below R16 000 000.00	5	
c)	<b>Financial Capacity</b>	Bidders are required to submit of proof/evidence of financial capacity by providing+ <ul style="list-style-type: none"> <li>proof of <b>overdraft facility</b> in the name of business (<b>Bank letter must be signed and not older than three months</b>). <b>NB [only overdraft amount will be considered on the letter]</b>, or</li> <li>Proof of company capability to self-fund (i.e., <b>stamped bank statement not older than three months</b>).</li> </ul>	No submission of information or letter with no amount	<b>0</b>	<b>15</b>
			Less than R1 000 000	<b>1</b>	
			R1000 001 – R2000 000	<b>2</b>	
			R2000 001 – R3000 000	<b>3</b>	
			R3000 001 – R4000 000	<b>4</b>	
			R4000 001 and more	<b>5</b>	
d)	<b>Contingency</b>	<b>Methodology</b>	Refer to Annexure A	<b>5</b>	<b>20</b>
e)	<b>Locality</b>		No information	<b>0</b>	<b>15</b>
			Outside Limpopo Province	<b>3</b>	
			Within Limpopo Province	<b>5</b>	
		<b>Total functionality</b>			<b>100</b>

**For purpose of evaluating functionality, the following values will be applicable:**

Non-existent or very poor	0
Some evidence of meeting requirement	1
Demonstrates capability not strong	2
Meets requirement well	3
Very well suited and responsive to requirement	4
Perfectly suited, meets complete requirement	5

### **8.5 PHASE 3: SITE INSPECTION OF THE MAIN CONTRACTOR**

- a) The physical Inspection would be limited to bidders who passed minimum threshold on functionality.

- b) Site inspection will be conducted to confirm representations made in the bid document.
- c) Written notice of change of physical address of the business must reach the departmental Supply Chain Management Office within fourteen (14) days after the closing date of such bid.
- d) The following would be used to evaluate site inspection of the main contractor:

No.	Criteria for Physical inspection	Weight																														
1.	Office Infrastructure	2																														
	<ul style="list-style-type: none"> <li>a) Existing office structure - <b>(1 points, if not 0 points)</b></li> <li>b) Office equipment (i.e. computers, printers, cabinets, etc.)- <b>(1 points, if not 0 points)</b></li> </ul>																															
2.	Control Room	7																														
	<ul style="list-style-type: none"> <li>a) Existing Control within the main office structure – <b>(1 points, if not 0 points)</b></li> <li>b) The Control Room Operator’s ability to contact other guards at the offsite facilities and Police if required. - <b>(2 points, if not 0 points)</b></li> <li>c) Power supply: two sources of power supply, preferred supply (e.g., electricity) and an alternative ready for use. - <b>(1 points, if not 0 points)</b></li> <li>d) Communication, i.e. Telephones, with alternative backup communication system dedicated as alternative and independent from the initial service - <b>(1 points, if not 0 points)</b></li> <li>e) Base radio: receiver and transmitter – <b>(2 points, if not 0 points)</b></li> </ul>																															
3.	Security Equipment	37																														
	<p>Security equipment must be presented to department’s officials on the day of the inspection:</p> <table border="1"> <thead> <tr> <th colspan="2">Security Equipment</th> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">a)</td> <td rowspan="2">Combat Uniform (branded)</td> <td>Combat uniform available</td> <td>5</td> </tr> <tr> <td>No combat uniform</td> <td>0</td> </tr> <tr> <td rowspan="2">b)</td> <td rowspan="2">Corporate Uniform (branded)</td> <td>Corporate uniform available</td> <td>5</td> </tr> <tr> <td>No corporate uniform</td> <td>0</td> </tr> <tr> <td rowspan="4">c)</td> <td rowspan="4">Firearms (i.e. hand guns) with valid Licenses</td> <td>More than 9 fire arms</td> <td>10</td> </tr> <tr> <td>From 5-8 firearms</td> <td>7</td> </tr> <tr> <td>from 1-4 firearms</td> <td>2</td> </tr> <tr> <td>No firearm</td> <td>0</td> </tr> <tr> <td>d)</td> <td>Branded Security</td> <td>5 and above vehicles</td> <td>5</td> </tr> </tbody> </table>	Security Equipment		Criteria	Points	a)	Combat Uniform (branded)	Combat uniform available	5	No combat uniform	0	b)	Corporate Uniform (branded)	Corporate uniform available	5	No corporate uniform	0	c)	Firearms (i.e. hand guns) with valid Licenses	More than 9 fire arms	10	From 5-8 firearms	7	from 1-4 firearms	2	No firearm	0	d)	Branded Security	5 and above vehicles	5	
Security Equipment		Criteria	Points																													
a)	Combat Uniform (branded)	Combat uniform available	5																													
		No combat uniform	0																													
b)	Corporate Uniform (branded)	Corporate uniform available	5																													
		No corporate uniform	0																													
c)	Firearms (i.e. hand guns) with valid Licenses	More than 9 fire arms	10																													
		From 5-8 firearms	7																													
		from 1-4 firearms	2																													
		No firearm	0																													
d)	Branded Security	5 and above vehicles	5																													

	Vehicles and vehicle registration certificate (Natis)	3 to 4 vehicles Less than 2 vehicles No vehicles	3 1 0	
e)	Other security equipment/Assets	Torches/flashlights Two-way radio or cell phones Baton and handcuffs Set of rain suits Pepper guns Liquid based pepper spray Bullet Proof vest Handheld metal detectors Company patrol System Payroll Whistles Security Registers (Asset, Visitor, Vehicle, Occurrence books Pocket books)  <b>Each item is allocated one (1) point, failure to present an item is zero(0)</b>	12	

**All Bidders who score less than 37 out of 46 (80%) points on-site inspection will not be considered for further evaluation on Price and HDI**

## **APPLICATION OF PREFERENCE POINT SYSTEM**

### **8.6 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES**

Only Bidders that have met the **70 points** thresholds in **Functionality** will be evaluated for Price and HDI'S and will be evaluated as follows: ---

- a. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including "tenders for income generating contracts" with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender



b. A maximum of **10 points** will be awarded in accordance with the table below:

NO	PREFERANTIAL GOALS for HDI'S	10 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	7	CSD and/ or copy of company registration report
2	Women Ownership > 51%	1	CSD Report
3	Persons with Disability Ownership >51%	1	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	1	CSD Report
<b>TOTAL POINTS</b>			

c. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

d. **Only the tender with the highest number of points scored may be selected for an award.**

**The preferred bidders who scored the highest points will be physically inspected for capability and resources to perform the contract**

## 9. FIRE MANAGEMENT

9.1 Where security officer(s) on duty detect a fire, they must immediately inform the nearest Fire Brigade, the South African Police Services, Risk Management and any other emergency service authority.

9.2 Such incidents must be recorded in detail in the occurrence book.

9.3 The security contractor must give a detailed, written report to the security administrator within twelve hours of any such incident.

## 10. LIABILITY

- The successful bidder shall always be liable for the acts and omissions of its employees providing security services to LDARD when acting within the course and scope of their duties and employment.
- The successful bidder will be held responsible for any **damage or loss** to or of **assets** suffered by a client Department as a result of the bidder's Security Officers' negligence or wilful action in the ordinary execution of their duty. As such the successful bidder is required to provide **Proof of Public Liability Insurance** will be R15 000 000.
- The successful bidder shall furnish LDARD with a copy of the policy cover and a letter from the relevant Insurance providing such cover and certifying that the policy is

effective. The policy should be valid on the commencement date of the contract and should be in force for the duration of the contract.

- LDARD shall not be responsible for any injury or death of security personnel, damage to any vehicles, equipment or other material used by the successful bidder in respect of the security services provided and used on the premises caused by LDARD or any of its employees acting within the course and scope of their duties and employment.

Therefore, the successful bidder shall indemnify LDARDs against: –

- (i) Any damage to LDARD property, whether movable or immovable;
- (ii) Loss of property belonging to LDARD;
- (iii) Liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of LDARD; and
- (iv) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.

The successful bidder shall be responsible for all costs incurred in the transportation, deployment and posting of such personnel.

## **11. TERMINATION OF CONTRACT**

11.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), read with section 23 (1) (h) of the PSIRA Act, and ensure that where applicable, natural persons who constitute the bidder comply with these laws. LDARD reserves the right to disregard a bid or cancel the contract with the security contractor if the bidder or security contractor,

- a) has failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into a valid contract with LDARD, including but not limited to any public servant constituting or in the employ of the security contractor not having the necessary permissions or authorisation in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
- b) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity;
- c) after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement; or
- d) has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
  - (i) refrain from bidding for this contract; or
  - (ii) bid at an agreed price.

11.2 LDARD may immediately terminate the contract without any notice to the security contractor if any of the following circumstances occur or exist:

If the security contractor –

- a) commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;

- b) loses registration or good standing with PSIRA;
- c) commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- d) breaches this contract twice during the contract period

## **12. COMPLETION OF BID DOCUMENT**

The following are minimum requirements for completion of the bid document:-

- 12.1 Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 12.2 Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 12.3 All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 12.4 Only original bid document shall be accepted.
- 12.5 Bidders must ensure that there are no missing or duplicated pages. LDARD shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 12.6 Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorised signatory.
- 12.7 Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

## **13. JOINT VENTURES**

- 13.1 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 13.2 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 13.3 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.
- 13.4 Bidders should complete 2 separate SBD 4 form for each company.

## **14. UNSATISFACTORY PERFORMANCE**

- 14.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 14.2 The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
- Take action in terms of its delegated powers; and
  - Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 14.3 When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

## **15. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid will be **120 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## **15. NEGOTIATIONS**

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

## **16. SITE INSPECTION**

As part of the evaluation process of this bid, the Department will conduct site inspections on the address provided on the tender document, all security equipment to be inspected must be onsite during inspection, failure which the company will not be considered for appointment/ the bidder will be disqualified.

## **16. LANGUAGE GOVERNANCE**

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.

## 17. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Department and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## 18. PENALTIES

Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract in terms of the GCC.

### i. ENQUIRIES AND CLOSING DATE

**20.1** Enquiries in connection with this request should be directed to the following officials:

**Admin:** Ms Matodzi TS / Mononyane NM who can be contacted at 015 2943351/ 3434

**Technical:** Mr. Phosa MF who can be contacted at 015 294 3191 or by email at phosamf@agric.limpopo.gov.za

**20.2** Completed bid documents should be delivered in sealed envelopes marked **“RENDERING OF SECURITY SERVICES AT VARIOUS SITES AT ALL DISTRICTS FOR LIMPOPO DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT”** to be deposited in the Tender Box at the Temo Towers

**20.3** The closing date of the bid is **06 DECEMBER 2023** and the closing time is **11h00**

## ANNEXURE A

### REQUIREMENTS FOR DEVELOPING THE RISK BASED CONTINGENCY PLAN (METHODOLOGY)

NO	ACTIVITIES	STRATEGY	POINTS
1.	Strike Management	<p>a. A detailed plan on how the security service provider will manage the strike by its employees.</p> <p>b. A plan on how the security service provider will assist the Office during Public sector industrial action</p> <p>c. The plan must have due regard to the provision of extra security officers in the case of strike management</p>	4 points
2.	Fire Management	a. A detailed plan on how the security service provider will manage the sites when the fires break-out.	2 points
3.	Theft	a. How is the service provider going to manage the sites when a case of theft of assets is brought to their attention?	4 points
4.	Riots	a. A Step-by-step plan indicating the strategy of managing riots affecting the sites or precinct.	2 points
5.	Power Failure	a. How would the service provider manage the sites during the night in case of the power failure?	2 points
6.	Emergency Evacuation	<p>a. How would the service provider assist the authorities during the emergency evacuation</p> <p>b. Training schedule for security officers on sites on the emergency evacuation for the sites should be indicated.</p>	2 points
7.	Crowd Management	a. A summary of step-by-step processes on how to manage crowd to avoid stampede.	2 Points
8.	Threat assessment	a. An indication on how often the service provider will conduct its own security treats analysis and provision of reports thereof.	1 Point
9.	Chemical, biological, radiological, nuclear & explosive (CBRNE)	a. Step by step summary on how the service provider would handle the CBRNE situation.	1 point
		TOTAL POINTS	20

**ANNEXURE B**

CAPRICORN NORTHWEST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Moletji- Matlala (Chloe)	4	3	7				3
b)	Blouberg Service Centre	3	3	6				3
c)	Bokrum Service Centre	2	2	4				2
d)	My Darling Service Centre	2	2	4				2
e)	Maraba- Mashashane	2	2	4				2
f)	Eldorado Service Centre	2	2	4				2
g)	Seshego Office	3	3	6				2
<b>TOTAL</b>				<b>35</b>				

MOPANI EAST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Haartebeeste	6	6	12				6
b)	Lulekani	4	4	8				4
c)	Selwane	4	4	8				4
d)	Gravellote	2	2	4				2
e)	Hoedspruit	2	2	4				2
<b>TOTAL</b>				<b>36</b>				

SEKHUKHUNE EAST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Schoornoord	4	4	8				4
b)	Strykraal	4	4	8				4
c)	Praktiseer Office and Storeroom	4	4	8				4
d)	Ngwaabe Service Centre	2	2	4				2
e)	Moroke	2	2	4				2
<b>TOTAL</b>				<b>32</b>				

VHEMBE CENTRAL		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Mutale	4	4	8				4
b)	Lwamondo	3	3	6				3
c)	Sibasa VET	3	3	6				3
d)	Khumbe	2	2	4				2
e)	Matangari	2	2	4				2
<b>TOTAL</b>				<b>28</b>				

WATERBURG NORTH		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Mokopane State VET	4	4	8				4
b)	Bakenberg Service Centre	3	3	6				3
c)	Mahwelereng Stores	2	2	4				2
d)	Witpoort Service Centre	2	2	4				2
e)	Mogalakwena Agricultural Office	2	2	4				2
<b>TOTAL</b>				<b>26</b>				



<b>MOPANI WEST</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT EXCLUSIVE OF VAT</b>	<b>VAT</b>	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	<b>AMED DAY&amp;NIGHT</b>
a)	Maruleng	4	4	8				4
b)	Tzaneen Municipality	3	3	6				3
c)	Tzaneen State Vet	2	2	4				2
d)	Naphuno / Lenyenye	2	2	4				2
e)	Kgapane Office	2	2	4				2
<b>TOTAL</b>				<b>26</b>				

<b>CAPRICORN DISTRICT</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT EXCLUSIVE OF VAT</b>	<b>VAT</b>	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	<b>AMED DAY&amp;NIGHT</b>
a)	Head office	11	6	17				6
b)	Polokwane Stores	2	2	4				2
c)	Turfloop Fish Breeding Centre	2	2	4				2
<b>TOTAL</b>				<b>25</b>				

<b>VHEMBE EAST</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT EXCLUSIVE OF VAT</b>	<b>VAT</b>	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	<b>AMED DAY&amp;NIGHT</b>
a)	Malamulele	6	6	12				6
b)	Hlanganani	4	4	8				4
c)	Vuwani Store	2	2	4				2
<b>TOTAL</b>				<b>24</b>				

<b>WATERBERG EAST</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT EXCLUSIVE OF VAT</b>	<b>VAT</b>	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	<b>AMED DAY&amp;NIGHT</b>
a)	District Office, NTK Building	4	4	8				4
b)	Bakenberg Clinic	4	4	8				4
c)	Modimolle Agricultural Office	2	2	4				2
d)	Mookgopong Agricultural Office	2	2	4				2
			<b>TOTAL</b>	<b>24</b>				

<b>MOPANI NORTH</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT</b>	<b>VAT</b>	<b>TOTAL INCLUSIVE</b>	<b>AMED DAY&amp;NIGHT</b>
a)	Giyani Municipality	5	4	9				4
b)	Nhlava Willem	2	2	4				2
c)	Giyani Diagnostic	2	2	4				2
d)	Sekgosese	2	2	4				2
			<b>TOTAL</b>	<b>21</b>				

<b>VHEMBE NORTH</b>		<b>DAY</b>	<b>NIGHT</b>	<b>TOTAL P/SITE</b>	<b>TOTAL AMOUNT EXCLUSIVE OF VAT</b>	<b>VAT</b>	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	<b>AMED DAY&amp;NIGHT</b>
a)	Nwanedi	6	6	12				6
b)	Musina	2	2	4				2
c)	Tshiphise	2	2	4				2
			<b>TOTAL</b>	<b>20</b>				

SEKHUKHUNE WEST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Sempupuru	2	2	4				2
b)	Groblersdal	2	2	4				2
c)	Marblehall	2	2	4				2
d)	Matlrekeng	2	2	4				2
e)	Tsimanyane Office and Storeroom	2	2	4				2
<b>TOTAL</b>				<b>20</b>				

CAPRICORN EAST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Sefene Service Centre	7	7	14				7
b)	Mohodi Service Centre	2	2	4				2
<b>TOTAL</b>				<b>18</b>				

VHEMBE WEST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Makhado Office	6	6	12				6
b)	Dzanani	3	3	6				3
<b>TOTAL</b>				<b>18</b>				

CAPRICORN SOUTH		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Grootfontein	2	2	4				2
b)	Magatle Service centre	2	2	4				2
c)	Mankweng Office	2	2	4				2
d)	Tshebela Office	2	2	4				2
<b>TOTAL</b>				<b>16</b>				

WATERBERG WEST		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Lephalale Agricultural Office	4	4	8				4
b)	Thabazimbi Agricultural Office	2	2	4				2
<b>TOTAL</b>				<b>12</b>				

SEKHUKHUNE SOUTH CENTRAL		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Tafelkop	2	2	4				2
b)	Marishane	2	2	4				2
<b>TOTAL</b>				<b>8</b>				

		DAY	NIGHT	TOTAL P/SITE	TOTAL AMOUNT EXCLUSIVE OF VAT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	AMED DAY&NIGHT
a)	Giyani District Office	4	4	8				4
<b>TOTAL</b>				<b>8</b>				

**TOTAL NUMBER OF GUARDS FOR ALL SITES**

**397**

## **Annexure A**

### **GOVERNMENT PROCUREMENT**

#### **GENERAL CONDITIONS OF CONTRACT July 2010**

##### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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



- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

## security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

## 8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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



- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)