BID NUMBER: PPSA 006/2017

THE APPOINTMENT OF SERVICE PROVIDER TO RENDER NATIONAL SECURITY GUARDING SERVICE FOR ALL PUBLIC PROTECTOR SOUTH AFRICA OFFICES FOR A PERIOD OF 36 MONTHS (THREE YEARS)

NB: 

COMPULSORY BRIEFING SESSION: 
24 OCTOBER 2017 AT 11:00

CLOSING DATE AND TIME OF BID: 
13 NOVEMBER 2017 AT 11:00

BID VALIDITY PERIOD: 120 DAYS

SPECIFICATIONS FOR SECURITY GUARDING SERVICES ALL PPSA OFFICES
# PART A

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)**

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>PPZA 006/2017</th>
<th>CLOSING DATE:</th>
<th>13 NOVEMBER 2017</th>
<th>CLOSING TIME:</th>
<th>11:00</th>
</tr>
</thead>
</table>

**DESCRIPTION:**

The appointment of Service Provider to Render National Security Guarding Service for all Public Protector South Africa Offices for a period of 36 months (three years).

The successful bidder will be required to fill in and sign a written contract form (SBD7).

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

### PUBLIC PROTECTOR SOUTH AFRICA

175 LUNNON STREET, HILLCREST OFFICE PARK, HILLCREST, PRETORIA, 0083

## SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>POSTAL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER CODE NUMBER</td>
<td></td>
</tr>
<tr>
<td>CELLPHONE NUMBER CODE NUMBER</td>
<td></td>
</tr>
<tr>
<td>FACSIMILE NUMBER CODE NUMBER</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
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</tbody>
</table>

**VAT REGISTRATION NUMBER**

<table>
<thead>
<tr>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
</tr>
</thead>
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</table>

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]**

- [ ] Yes
- [x] No

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

**A REGISTERED AUDITOR NAME:**

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES WORKS OFFERED?**

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

**SIGNATURE OF BIDDER**

[Signature]

**DATE**

**TOTAL NUMBER OF ITEMS OFFERED**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

- **DEPARTMENT/PUBLIC ENTITY:** Public Protector South Africa
- **CONTACT PERSON:** Nkele Nemusimbiri
- **TELEPHONE NUMBER:** (012) 366 7014
- **FACSIMILE NUMBER:**
- **E-MAIL ADDRESS:** NkeleN@pprotect.org

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

- **CONTACT PERSON:** Mr Baldwin Neshunzhi
- **TELEPHONE NUMBER:** (012) 366 7162
- **FACSIMILE NUMBER:**
- **E-MAIL ADDRESS:** Baldwinn@pprotect.org

**TOTAL BID PRICE (ALL INCLUSIVE)**
**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. **BID SUBMISSION:****

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE.

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. **TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? □ YES □ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? □ YES □ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? □ YES □ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? □ YES □ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
TAX CLEARANCE
Application for a Tax Clearance Certificate

Purpose
Select the applicable option
\(\text{Tenders} \quad \text{Good standing}\)
If "Good standing", please state the purpose of this application

<table>
<thead>
<tr>
<th>Particulars of applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Legal name (Initials &amp; Surname or registered name)</td>
</tr>
<tr>
<td>Trading name (if applicable)</td>
</tr>
<tr>
<td>ID/Passport no</td>
</tr>
<tr>
<td>Income Tax ref no</td>
</tr>
<tr>
<td>VAT registration no</td>
</tr>
<tr>
<td>Customs code</td>
</tr>
<tr>
<td>Telephone no</td>
</tr>
<tr>
<td>E-mail address</td>
</tr>
<tr>
<td>Physical address</td>
</tr>
<tr>
<td>Postal address</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Particulars of representative (Public Officer/Trustee/Partner)</th>
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</thead>
<tbody>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>First names</td>
</tr>
<tr>
<td>ID/Passport no</td>
</tr>
<tr>
<td>Telephone no</td>
</tr>
<tr>
<td>E-mail address</td>
</tr>
<tr>
<td>Physical address</td>
</tr>
</tbody>
</table>
Particulars of tender (If applicable)

<table>
<thead>
<tr>
<th>Tender number</th>
<th>Estimated Tender amount</th>
<th>Expected duration of the tender</th>
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</tbody>
</table>

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Audit

Are you currently aware of any Audit investigation against you/the company?  
[YES][NO]

If "YES" provide details

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Appointment of representative/agent (Power of Attorney)

I, the undersigned confirm that I require a Tax Clearance Certificate in respect of [Tenders][Goodstanding].

I hereby authorise and instruct [Name] to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

[Name]

Signature of representative/agent

CCYY MM DD

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

[Name]

Signature of applicant/Public Officer

CCYY MM DD

Date

Notes:

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
   As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
# Pricing Schedule

**Name of Bidder:** [Redacted]

**Bid No.:** PPSA 006/2017

**Closing Time:** 11:00

**Closing Date:** 13 November 2017

Offer to be valid for .......... Days from the closing date of bid.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Bid Price in RSA Currency <strong>(All Applicable Taxes Included)</strong></th>
</tr>
</thead>
</table>

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. 

3. Persons who will be involved in the project and rates applicable (Certified Invoices must be rendered in terms hereof)

<table>
<thead>
<tr>
<th>Public Protector Office</th>
<th>Office Size</th>
<th>Number of GRADE D Guards</th>
<th>Rate (VAT Inc.)</th>
<th>Total Cost per Annum (VAT Inc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Head Office: Falcon Egret</td>
<td>1523 m² 4170 m²</td>
<td>4 Females 6 Males Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2 Gauteng (PO)</td>
<td>574.63 m²</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>3 Limpopo (PO)</td>
<td>771.25 m²</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4 Musina (RO)</td>
<td>285 m²</td>
<td>1 M Day 7days</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>5 North West (PO)</td>
<td>649.81 m²</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>6 Rustenburg (RO)</td>
<td>287.49 m²</td>
<td>Temp closed</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>7 Klerksdorp (RO)</td>
<td>333.11 m²</td>
<td>1 M Day 7days</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>8 Northern Cape (PR)</td>
<td>728.6 m²</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>9 Kuruman (RO)</td>
<td>190 m²</td>
<td>3 (2M &amp; 1F) Day and night 24/7</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>No.</td>
<td>Bidder</td>
<td>Area (m²)</td>
<td>Guardians (4 (3M &amp; 1F))</td>
<td>Guard Type</td>
</tr>
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<td>-------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>10</td>
<td>Free State (PO)</td>
<td>718m²</td>
<td>Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Phuthaditjhaba (RO)</td>
<td>226.44m²</td>
<td>1 M</td>
<td>Day 7days</td>
</tr>
<tr>
<td>12</td>
<td>Eastern Cape (PO)</td>
<td>718.55m²</td>
<td>4 (3M&amp; 1F)</td>
<td>Day and night 24/7</td>
</tr>
<tr>
<td>13</td>
<td>George (RO)</td>
<td>222.5m²</td>
<td>1 M</td>
<td>Day 7days</td>
</tr>
<tr>
<td>14</td>
<td>Western Cape (PR)</td>
<td>847.50m²</td>
<td>4 (3M &amp; 1F)</td>
<td>Day and night 24/7</td>
</tr>
<tr>
<td>15</td>
<td>Pietermaritzburg (RO)</td>
<td>255.6m²</td>
<td>1 M</td>
<td>Day 7days</td>
</tr>
<tr>
<td>16</td>
<td>Upington (RO)</td>
<td>181.82m²</td>
<td>1 M</td>
<td>Day 7days</td>
</tr>
<tr>
<td>17</td>
<td>Mpumalanga (PO)</td>
<td>640m²</td>
<td>4 (3M &amp; 1F)</td>
<td>Day and night 24/7</td>
</tr>
<tr>
<td>18</td>
<td>Mthatha (RO)</td>
<td>229m²</td>
<td>3 M</td>
<td>Day and night 24/7</td>
</tr>
<tr>
<td>19</td>
<td>Kwazulu-Natal (PO)</td>
<td>859.601m²</td>
<td>4 (3M &amp; 1F)</td>
<td>Day and night 24/7</td>
</tr>
</tbody>
</table>

**Total Number of Guards**: 54

<table>
<thead>
<tr>
<th>No.</th>
<th>Security Aids</th>
<th>Extras: Specify/List</th>
<th>Total Cost: Year 1 (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Two-way radios; Torch; Register; Pocket books and pens; Occurrence book (OB); Buttons and hand cuffs, Standard Hand gun (Pistols for night and after hours shifts)</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

**Total Cost: Year 1 (VAT Inclusive)**

R
<table>
<thead>
<tr>
<th>Total Cost: Year 2, Including escalation (VAT Inclusive)</th>
<th>Escalation Percentage</th>
<th>R</th>
<th>R</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Total Cost: Year 3, Including escalation (VAT Inclusive)</th>
<th>Escalation Percentage</th>
<th>R</th>
<th>R</th>
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</table>

GRAND TOTAL FOR THREE (3) YEARS (VAT INCLUSIVE)

4. Are the rates quoted firm for the full period of contract? YES/NO

5. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]*

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Any enquiries regarding bidding procedures may be directed to the –

Nkele Nemusimbori

Email: nkelen@pprotect.org

Tel : (012) 366 7014

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Technical information –

Baldwin Neshunzhi

Email: Baldwin@pprotect.org

Tel: (012) 366 7162
DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: .................................................................................................................

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

2.4 Company Registration Number: .........................................................................................

2.5 Tax Reference Number: ......................................................................................................

2.6 VAT Registration Number: ...................................................................................................

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

"State" means –

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

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: ........................................

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

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

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

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

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

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

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

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

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>
4 DECLARATION

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

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

......................................................... .........................................................
Signature Date

......................................................... .........................................................
Position Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

| 100 |

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

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

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:

1) B-BBEE Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)
\]

Where

\( Ps \) = Points scored for price of bid under consideration

\( Pt \) = Price of bid under consideration

\( P\text{ min} \) = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES  NO

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES  NO

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: ......................................................

8.3 Company registration number: ..............................................

8.4 TYPE OF COMPANY/FIRM

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

[TAKE APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TAKE APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ........................................</td>
</tr>
<tr>
<td>2. ........................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: ...............................</td>
</tr>
<tr>
<td>ADDRESS ............................</td>
</tr>
<tr>
<td>.....................................</td>
</tr>
</tbody>
</table>
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   
a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

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

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

.................................................................................................................................................
Signature
.................................................................................................................................................
Position

.................................................................................................................................................
Date
.................................................................................................................................................
Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________
(Name of Institution)

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

I certify, on behalf of: __________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid;
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.......................................................... ..........................................................
Signature                                      Date

..........................................................
Position                                       Name of Bidder

J914w 2
TERMS OF REFERENCE

THE APPOINTMENT OF SERVICE PROVIDER TO RENDER NATIONAL SECURITY GUARDING SERVICE FOR ALL PUBLIC PROTECTOR SOUTH AFRICA OFFICES FOR A PERIOD OF 36 MONTHS (THREE YEARS)

BID NUMBER: PPSA 006/2017

COMPULSORY BRIEFING SESSION:
24 OCTOBER 2017 AT 11:00

CLOSING DATE AND TIME OF BID:
13 NOVEMBER 2017 AT 11:00

BID VALIDITY PERIOD: 120 DAYS
1. Proprietary Information

1.1. Public Protector South Africa (PPSA) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to PPSA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of PPSA.

2. Enquiries

2.1. All communication and attempts to solicit information of kind relative to this RFP should be channelled in writing to:

**Specification/ Technical Enquiries contact details:**

Name: Mr Baldwin Neshunzhi  
Telephone Number: 012 366 7162  
Email address: baldwinn@ppprotect.org

**Tender Enquiries contact details:**

Name: Mrs Nkele Nemusimbori  
Telephone Number: 012 366 7014  
Email address: nkelen@ppprotect.org

**NOTE: There shall be compulsory briefing session:** Failure to attend the compulsory briefing session shall invalidate and disqualify your bid/ proposal document.

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>DATE</th>
<th>ADDRESS</th>
<th>TIME</th>
</tr>
</thead>
</table>
| PPSA Conference | 24 October 2017 | 175 Lunnon Street  
                             Hillcrest Office Park  
                             Pretoria  
                             0083 | 11:00 |

2.2. Enquiries in relation to this RFP will not be entertained after the 01 November 2017.
2.3. The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. **Bid Validity Period**

3.1. Responses to this RFP received from bidders will be valid for a period of 120 days counted from the bid closing date.

4. **Instructions on submission of Bids**

4.1. Bids should be submitted in duplicate (2 hard copies) and one electronic copy (on CD) in PDF format all bound in a sealed envelope endorsed. The sealed envelope must be placed in the bid box at the Main Reception area at, 175 Lunnion Street, Hillcrest Office Park, Hillcrest, Pretoria, 0083 by no later than 13 November 2017 at 11:00.

4.2. Bids must be submitted in the prescribed response format, herein reflected as **Response Format**.

4.3. The bid closing date, bidder name and the return address must also be endorsed on the envelope.

4.4. If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.**

4.5. No bid response received by telegram, telex, email, facsimile or similar medium will be considered.

4.6. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**

4.7. Amended bids may be sent in an envelope marked “Amendment to bid” and should be placed in the bid box before the closing time.

**SPECIFICATIONS FOR SECURITY GUARDING SERVICES ALL PPSA OFFICES**

**SECURITY MANAGEMENT UNIT**
5. Preparation of Bid Response

5.1. All the documentation submitted in response to this RFP must be in English.

5.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.

5.3. Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

5.5 A valid tax clearance certificate must be included in the bid response, or proof of application endorsed by SARS in this regard

6. Supplier Performance Management

6.1. Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.

6.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier’s performance and ensure effective delivery of service, quality and value-add to PPSA’s business.

6.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

7. Supplier Development

7.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the PPSA and the successful bidder.
8. PPSA’s Rights

8.1. The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA’s website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

8.2 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

8.3 The PPSA reserves the right to award this bid as a whole or in part.

8.4 The PPSA reserves the right to conduct site visits at bidder’s corporate offices and / or at client sites if so required.

8.5 The PPSA reserves the right to consider the guidelines and prescribed hourly remuneration rates for as provided by the PRISA.

8.6 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.

9. Undertakings by the Bidder

9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

9.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this RFP.
9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

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

9.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.

9.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

9.7 The bidder warrants that the goods proposed under this RFP 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 this RFP.

10. Reasons for disqualification

10.1 The PPSA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:

10.1.1. Bidders who is not registered on Central Supplier Database and not attached it and provided the CSD number on the tender document.

10.1.2. Bidders who do not attach Tax Clearance Certificate and provide the TCS pin to be attached on the tender document.

10.1.3. Bidders who do not complete and sign the following SBD Forms:
- SBD 1, SBD 2 for TCC compliance, SBD 3.3 (Price Schedule): Also attach the separate costing breakdown, SBD 4, SBD 6.1, SBD 8, SBD 9.
10.1.4 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;

10.1.5 Bidders who submit information that is fraudulent, factually untrue or inaccurate information;

10.1.6 Bidders who receive information not available to other potential bidders through fraudulent means;

10.1.7 Bidders who do not comply with mandatory requirements if stipulated in the RFP document;

11. Local Production and Content

The PPSA promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. PPSA reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.

12. Response Format (Returnable Schedules)

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

12.1 Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder’s name)

12.2 Schedule 1:

12.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

12.2.2 Annexure 1 of this RFP document (dually completed and signed)

12.3 Schedule 2
12.3.1 Attach Tax Clearance Certificate and provide the TCS pin to be attached on the tender document.

12.3.2 Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

12.3.3. Originally certified copies of B-BBEE Certificate

12.3.4 Copy of Board Resolution, duly certified;

12.3.5 Originally certified copy of ID documents for the Company Representative

12.3.6 Annexure 2 of this RFP document (duly completed and signed);

12.3.7 Annexure 3 of this RFP document (duly completed and signed);

12.3.8 Annexure 4 of this RFP document (duly completed and signed);

12.3.9 Latest Audited Financial Statement

12.3.10 B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. An EME that has at least 75% black beneficiaries qualifies for elevation to "Level One Contributor" and an EME that has at least 51% black beneficiaries qualifies for elevation to "Level Two Contributor". Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (12.3.1-12.3.7) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

12.3.11 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

12.4 Schedule 3:

12.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.
12.4.2 Annexure 5 of this RFP document, duly completed and signed

12.4.3 Annexure 6 BEE commitment plan

12.5 Schedule 4: Price Proposal (response to Section 3 of this RFP document) (Must be submitted in a separate envelope within the sealed envelope of the bid)

12.6 One (1) CD with all Schedules listed above, also included in the sealed envelope of the bid

13. Evaluation Criteria and Weightings
Bids shall be evaluated in terms of the following process:

13.1 Phase 1:

Section 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:

- Submission of Attached Tax Clearance Certificate and provide the TCS pin to be attached on the tender document as referenced in 12.3.1 above
- Submission of Company Registration Forms as referenced 12.3.2 above
- Submission of ID copy for the Company Representative as referenced in 12.3.3 above
- BEE Status Certification as referenced in 12.3.10 & 12.3.11 above
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:

Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP

Section 3: Cost Proposal and Price Declaration Form

ANNEXURES:
- Annexure 1: Acceptance of Bid Conditions
- Annexure 2: Declaration of Interest
Annexure 3: Shareholders' Information/ Group Structure
Annexure 4: Bidders Experience
Annexure 5: BEE Commitment Plan

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

13.2 Phase 2:

Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

13.2.1 Mandatory Functional/ Technical Requirements
All bid responses that do not meet the Mandatory Functional Requirements will be disqualified, and will not be considered for further evaluation on the Non-Mandatory Functional Requirements. The Mandatory Functional Requirements are stated in section 2 of this RFP document.

Failure to comply with the Mandatory Functional Requirements assessed in phase 2 may lead to disqualification of bids.

13.2.2 Other Functional/ Technical Requirements
With regard to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

Bidders must score at least 70% out of 90% points on functionality to be considered to phase three. Bidders who score less than 70% for phase three will be disqualified and will be regarded as submission not responsive.

Values: 1=poor; 2= Average; 3= Good; 4=Very good; 5= Excellent

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience in Security Services: Company</td>
<td>5 – 10 years</td>
<td>5</td>
</tr>
</tbody>
</table>

SPECIFICATIONS FOR SECURITY GUARDING SERVICES ALL PPSC OFFICES

SECURITY MANAGEMENT UNIT
- Company experience in providing security guarding in government, chapter 9 institution or similar
- Depth knowledge, experience and expertise in the field of security, CV and qualifications.
- Supplier registration with PSIRA and copy of insurance (Must)
- Proof of registration with Compensation Commission (Department of Labour)

<table>
<thead>
<tr>
<th>Experience in Security Services: Company Directors</th>
<th>WEIGHT</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors must have and attach the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ CV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ Training certificate(s)</td>
<td>Master's degree +</td>
<td>5</td>
</tr>
<tr>
<td>✓ Qualification(s)</td>
<td>Degree (4 years)</td>
<td>4</td>
</tr>
<tr>
<td>✓ Grade 12</td>
<td>Diploma (3 years)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Grade security Certificate</td>
<td>1</td>
</tr>
</tbody>
</table>

**CRITERIA**

Experience in management and supervision: Regional managers/supervisors:

- Managers/Supervisors must have and attach the following:

<table>
<thead>
<tr>
<th>Experience in management and supervision: Regional managers/supervisors</th>
<th>WEIGHT</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master’s degree +</td>
<td>5</td>
<td>20%</td>
</tr>
<tr>
<td>Degree (4 years)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>CV's</td>
<td>Diploma (3 years)</td>
<td>Grade A security Certificate</td>
</tr>
<tr>
<td>------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Provide references as an indication of similar functions, the service provider must provide evidence of good quality work done before, the minimum of three relevant references for security guarding. All letters must be on the company letter head of the referee and signed by the referee. The referees must be contactable and the contact details provided must include:
  ✓ Contact Person;
  ✓ Designation;
  ✓ Organisation/ Company name;
  ✓ E-mail address; and
  ✓ Cell number/Office number

- Detailed demonstration of project plan (methodology on security guarding and emergency responses).

<table>
<thead>
<tr>
<th>Methodology provided</th>
<th>Offices in all 9 provinces</th>
<th>Offices in most provinces</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Capacity to perform (staff and management to be deployed to PPSA for the project.
  ✓ Number of offices country wide
  ✓ Numbers of control rooms
  ✓ Total staff compliment

| 5 | 10% | 4 | 10% | 12 |
✓ Vehicle
✓ Security aids and equipment

<table>
<thead>
<tr>
<th>Offices in some provinces</th>
<th>1</th>
</tr>
</thead>
</table>

**TOTAL TECHNICAL SCORE**

<table>
<thead>
<tr>
<th></th>
<th>90%</th>
</tr>
</thead>
</table>

*Bidders will qualify to go to the presentation should they reach 70% out of 90% during evaluation processes*

**PRESENTATION (Bidders to also bring samples of their handsets)**

Shortlisted service providers will be invited to present to PPSA. The presentation mainly focuses on the following:
- Company footprint (offices and provincial and regional areas).
- Control rooms and communication plan
- Support and response time
- Operational equipment

<table>
<thead>
<tr>
<th></th>
<th>10%</th>
</tr>
</thead>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>100%</th>
</tr>
</thead>
</table>

13.2.3 The minimum qualifying score for functionality and presentation is 80%. All bids that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and BEE, in Phase 3

**13.3 Phase 3: EVALUATION IN TERMS OF 80/20 PREFERNCE POINT SYSTEM**

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100 Points</td>
</tr>
</tbody>
</table>

SPECIFICATIONS FOR SECURITY GUARDING SERVICES ALL PPSA OFFICES

SECURITY MANAGEMENT UNIT
A maximum of 80 points is allocated for price on the following basis:

\[ Ps = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\( Ps \) = Points scored for price of bid under consideration

\( Pt \) = Price of bid under consideration

\( P_{\text{min}} \) = Price of lowest acceptable bid

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

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

<table>
<thead>
<tr>
<th>BBEE Status Level of the bidder</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
13.3.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

13.3.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

13.3.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

13.3.5 Failure on the part of the bidder to comply with paragraphs 8.1.3 and 8.1.4 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

13.3.6 The points scored will be rounded off to the nearest 2 decimals.

13.3.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

13.3.7 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

13.3.8 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

13.3.9 Sub-contracting

13.3.9.1 The bidder MUST indicate any portion of the contract which they will be sub-contracting to another service provider as per clause 8 of SBD 6.1.
14. **TAX CLEARANCE CERTIFICATE**

14.1. An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Please refer to SBD2 – Tax Clearance Certificate Requirements.

14.2. Attach Tax Clearance Certificate and provide the TCS pin to be attached on the tender document.

14.3. Failure to submit above will result in the invalidation of the bid.

15. **Central Supplier Database (CSD) Registration.**

15.1. The service provider must ensure that is registered with CSD and attach the CSD report on the bid document.

15.2. Failure to submit above will result in the invalidation of the bid.

16. **Standard Bidding Documents to be completed and signed.**

16.1. SBD 1, SBD 2 for TCC compliance, SBD 3:3 (Pricing Schedule)- Also attach the separate costing breakdown, SBD 4, SBD 6.1, SBD 8, SBD 9. **Failure to comply with this will result in the invalidation of the bid.**

17. **Promotion of Emerging Black owned Service Providers**

It is the PPSA’s objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring listed in 13.
SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

1.1 Should a bidder have reason to believe that the Functional Requirements are not open / fair and/or are written for a particular brand or product or service provider; the bidder must notify PPSA Procurement within five (5) days after publication of the RFP.

1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Background Information

The Public Protector South Africa (PPSA) is exposed to security risks and threats. These contingencies and vulnerabilities on the premises or offices of the PPSA necessitate a security structure responsible for safeguarding of human lives (staff, visitors and service providers), property, PPSA assets, personal belongings and information. The PPSA wishes to appoint a capable service provider to provide security guarding services to all nineteen (19) PPSA Offices for a period of 36 months.

3. Scope of Work

The PPSA requires the provision of security guarding services at the current nineteen (19) PPSA Offices, from an appropriately qualified, competent, experienced and professionally registered security service provider. The following will be required from the service providers:

3.1 Requirements

The Public Protector South Africa (PPSA) requires a Security Company to provide security services through guards, access and exit control of people and vehicles. The provision of relevant information to PPSA visitors at reception, management of fire alarm systems, the
securing of buildings and premises occupied by PPSA during normal and emergency situations. The guards at access control points must do the following:

- Identification of drivers and passengers and register every vehicle in the vehicle register.
- Obtain clearance for all pedestrian visitors or accompany them to the relevant entrance gate.
- Obtain clearance for any PPSA property leaving the premises at any given time.
- Always be visible and in close proximity to the main entrance points.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.
- Ensure that access gates/doors are closed and opened as per site instructions or other instructions as issued by the appropriate PPSA official on a weekly basis.
- Gates are locked/unlocked at designated times, or as required according to specific instructions from appropriate PPSA staff.

N.B The Company must be in a position to provide immediate support to the officers' onsite in case of emergencies.

The table below reflect the number of office sizes, and a number of guards required in each office:

<table>
<thead>
<tr>
<th>Public Protector Office</th>
<th>office size</th>
<th>Number of GRADE D guards</th>
<th>Minimum Job Requirements</th>
<th>Other Security Aids</th>
<th>Job Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Head Office: Falcon</td>
<td>1523 m²</td>
<td>4 Females 6 Males</td>
<td>No criminal offence; South African; Grade 12; PSIRA Grade D; Positive security clearance; proficient in English &amp; local spoken language; and</td>
<td>Two-way radios; Torch; Registar; Pocket books and pens; Occurrence book (OB); Buttons and</td>
<td>Conduct access control for all vehicles and pedestrian s; Ensure safety for all personnel of PPSA, visitors, contractor s and</td>
</tr>
<tr>
<td>2 Gauteng(PO)</td>
<td>574.63m²</td>
<td>4 (3M &amp; 1F)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Limpopo(PO)</td>
<td>771.25m²</td>
<td>4 (3M &amp; 1F)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Musina (RO)</td>
<td>285m²</td>
<td>1 M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 North West (PO)</td>
<td>649.81m²</td>
<td>4 (3M &amp; 1F)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SPECIFICATIONS FOR SECURITY GUARDING SERVICES ALL PPSA OFFICES

SECURITY MANAGEMENT UNIT
<table>
<thead>
<tr>
<th></th>
<th>Location</th>
<th>Area (m²)</th>
<th>Guarding Hours</th>
<th>Security Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Rustenburg (RO)</td>
<td>287.49</td>
<td>Temp closed</td>
<td>Service excellence, Firearm competenc y, Standard Hand gun (Pistols for night and after hours shifts)</td>
</tr>
<tr>
<td>7</td>
<td>Klerksdorp (RO)</td>
<td>333.11</td>
<td>1M Day 7 days</td>
<td>Secure PPSA assets; Be a central emergenc y response control point for emergenc y response (SAPS, Fire services and fence alarm system).</td>
</tr>
<tr>
<td>8</td>
<td>Northern Cape (PR)</td>
<td>728.6</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Kuruman (RO)</td>
<td>190</td>
<td>3 (2M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Free State (PO)</td>
<td>718</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Phuthaditjhaba (RO)</td>
<td>226.44</td>
<td>1M Day 7 days</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Eastern Cape (PO)</td>
<td>718.55</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>George (RO)</td>
<td>222.5</td>
<td>1M Day 7 days</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Western Cape (PR)</td>
<td>847.50</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Pietermaritzburg (RO)</td>
<td>255.6</td>
<td>1M Day 7 days</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Upington (RO)</td>
<td>181.82</td>
<td>1M Day 7 days</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Mpumalanga (PO)</td>
<td>640</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Mthatha (RO)</td>
<td>229</td>
<td>3M Day and night 24/7</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Kwazulu-Natal (PO)</td>
<td>859.601</td>
<td>4 (3M &amp; 1F) Day and night 24/7</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL NUMBER OF GUARDS | 54 |
NOTE: The number of security guards may be reviewed as and when required and such will be communicated to the Service Provider in order to amend their monthly invoice in line with the actual number of security guards on site.

- The bidder must have the capability to provide the same service should a need arise for a new office in a different location.

- The bidder must appoint a representative to manage the contract on their behalf and such appointee shall attend monthly meetings with PPSA representatives at the PPSA Head Office situated in Pretoria. This representative must be able to make a decision on matters relating to the contract. The service provider must interact with the Provincial Office on continuous basis.

- The appointed representatives must be able to communicate fluently in English and local language, and must be able to write reports to PPSA Provincial representative.

- The successful bidder must submit monthly provincial and consolidated national monthly and quarterly reports to Security Management at PPSA Head Office in Pretoria.

3.2 Working Hours

Guards will be required to work 7 days a week, Monday to Sunday (Day and Night duty) including Public Holidays

- Day Duty (Shift)- 06h00 to 18h00
- Night Duty (Shift)- 18h00 to 06h00
- 50% of guards per after hours shift i.e. night, weekends and public holidays will be required to carry firearms. (if four are on duty, two must carry firearm).

3.3 Language Proficiency

All guards must be proficient in English and at least one other official local language dominant in that province or region. Due to the nature of our business, communication is essential and it is therefore required that guards must be able to read, write and communicate effectively in English and local language (Must have Grade 12).

3.4 Supervision of Work

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

The PPSA provincial and regional representative will monitor the performance of the service providers and report this to Head Office in line with par. 3.5.1

3.5 RESPONSIBILITIES

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

- Security guards
- Installing, controlling & auditing check points where guards are patrolling.
- Access control books and OB books (Occurrence Books).
- Rechargeable torches.
- Two-way and Base radios, and registers on frequency.
- Provision of firearms
- Hand cuffs
- Buttons
- Rotation of the Security Officers

3.5.2 The PPSA will take responsibility for the:

- Provision, upkeep and maintenance of the guard house and toilet facility.
- Provision, upkeep and maintenance of remotes for gates and the access gates.
- Provision, upkeep and maintenance of necessary keys & padlocks.
- Provision of daily and weekly instructions.
- Provision of operational procedures & requirements.
- Provision, upkeep and maintenance of two telephone extensions at the Boom gate and Visitor entrance where necessary.

4. Project Timelines

The appointed service provider(s) will be required to start immediately after signing the contract and provide the services for a period of three (3) years, subject to annual review of service provider’s performance.

5. Technical Evaluation Criteria

5.1 Mandatory Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify
compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

### 5.1.1 PSIRA (REGISTRATION)

The bidder must be registered with PSIRA. The bidder must submit a valid PSIRA certificate i.e. the "New Certificate" in line with industry circular issued by PSIRA on 10 March 2015.

**Note:** The certificate must be in the bidder’s name, where the service is outsourced (through sub-contracting / Joint Venture); the bidder must also attach the PSIRA certificate of the sub-contractor or the JV partner.

### 5.1.2 OTHER REQUIREMENTS

<table>
<thead>
<tr>
<th>5.1.2.1</th>
<th>A valid original <strong>Tax Clearance Certificate</strong>.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1.2.2</td>
<td>The company owner(s) or management team’s <strong>Private Security Industry Regulatory Authority (PSIRA)</strong> registration certificate(s). Such registration must be valid during the period of the contract.</td>
</tr>
<tr>
<td>5.1.2.3</td>
<td>A certified copy of <strong>Liability Insurance Cover</strong> for the company and the amount available per claim.</td>
</tr>
<tr>
<td>5.1.2.4</td>
<td>A copy of the company’s <strong>Unemployment Insurance Fund (UIF)</strong> registration.</td>
</tr>
<tr>
<td>5.1.2.5</td>
<td><strong>A Letter of good standing</strong> from the office of the <strong>Compensation Commissioner</strong> and a certified copy of the Compensation for Occupational Injuries and Diseases Act (COIDA) <strong>registration certificate</strong>.</td>
</tr>
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### 5.1.3 REGIONAL PRESENCE

The bidder must be capable to work in all the PPSA Offices. In instances where the bidder will be outsourcing the services the bidder must provide details of their partners.

### 5.1.4 INFORMATION MANAGEMENT

All information pertaining to this service at the PPSA offices shall remain and kept for PPSA use only. The bidder will be requested to sign a declaration with the PPSA which will form part of the contract.
5.1.5 ICASA CERTIFICATION

The bidder must have a fully operational control room/ Operational Centre with a Base Station for effective communication between the control room and each PPUSA Office. The control room must be manned 24-hours by well-trained personnel.

The bidder must submit a valid ICASA certificate for the base station (communications system).

Note: the certificate must be in the bidder’s name or the appointed subcontractor. In case the service is outsourced, the bidder must attach the documentation confirming the JV or sub-contracting.

5.2 Other Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

5.2.1 BIDDER’S EXPERIENCE

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The bidder must demonstrate relevant experience in providing guarding services within the past five (5) years.

The bidder must provide three (3) relevant contactable references of organizations where the bidder has rendered similar services. Reference letter should bear the letterheads of the client and should signed by the person at management level. Please refer to Table (a) of Annexure 5 of this document for the format in which the required information must be provided.
5.2.2 BIDDER'S PROPOSED IMPLEMENTATION PLAN

The bidder must demonstrate thorough understanding of the objectives and deliverables of this project. The bidder must provide a comprehensive action plan for the implementation including turnaround times on how this will be achieved.
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
<table>
<thead>
<tr>
<th></th>
<th>Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definitions</td>
</tr>
<tr>
<td>2</td>
<td>Application</td>
</tr>
<tr>
<td>3</td>
<td>General</td>
</tr>
<tr>
<td>4</td>
<td>Standards</td>
</tr>
<tr>
<td>5</td>
<td>Use of contract documents and information; inspection</td>
</tr>
<tr>
<td>6</td>
<td>Patent rights</td>
</tr>
<tr>
<td>7</td>
<td>Performance security</td>
</tr>
<tr>
<td>8</td>
<td>Inspections, tests and analysis</td>
</tr>
<tr>
<td>9</td>
<td>Packing</td>
</tr>
<tr>
<td>10</td>
<td>Delivery and documents</td>
</tr>
<tr>
<td>11</td>
<td>Insurance</td>
</tr>
<tr>
<td>12</td>
<td>Transportation</td>
</tr>
<tr>
<td>13</td>
<td>Incidental services</td>
</tr>
<tr>
<td>14</td>
<td>Spare parts</td>
</tr>
<tr>
<td>15</td>
<td>Warranty</td>
</tr>
<tr>
<td>16</td>
<td>Payment</td>
</tr>
<tr>
<td>17</td>
<td>Prices</td>
</tr>
<tr>
<td>18</td>
<td>Contract amendments</td>
</tr>
<tr>
<td>19</td>
<td>Assignment</td>
</tr>
<tr>
<td>20</td>
<td>Subcontracts</td>
</tr>
<tr>
<td>21</td>
<td>Delays in the supplier’s performance</td>
</tr>
<tr>
<td>22</td>
<td>Penalties</td>
</tr>
<tr>
<td>23</td>
<td>Termination for default</td>
</tr>
<tr>
<td>24</td>
<td>Dumping and countervailing duties</td>
</tr>
<tr>
<td>25</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>26</td>
<td>Termination for insolvency</td>
</tr>
<tr>
<td>27</td>
<td>Settlement of disputes</td>
</tr>
<tr>
<td>28</td>
<td>Limitation of liability</td>
</tr>
<tr>
<td>29</td>
<td>Governing language</td>
</tr>
<tr>
<td>30</td>
<td>Applicable law</td>
</tr>
<tr>
<td>31</td>
<td>Notices</td>
</tr>
<tr>
<td>32</td>
<td>Taxes and duties</td>
</tr>
<tr>
<td>33</td>
<td>National Industrial Participation Programme (NIPP)</td>
</tr>
<tr>
<td>34</td>
<td>Prohibition of restrictive practices</td>
</tr>
</tbody>
</table>
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of
origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,
training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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)