

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PRDP 55/22-23	CLOSING DATE:	13 DECEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	MAINTENANCE OF SECURITY SYSTEMS AND EQUIPMENT INSTALLED IN ALL BUILDINGS OF OFFICE OF THE PREMIER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
40 HANS VAN RENSBURG					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NEMUHUYUNI E		CONTACT PERSON		
TELEPHONE NUMBER	015 287 6000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@premier.limpopo.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			LIMPOPO PROVINCIAL GOVERNMENT OFFICE OF THE PREMIER		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			40 HANS VAN RENSBURG STREET	<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			2022 -11- 1 0	<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			PRIVATE BAG X9483 POLOKWANE 0700	<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			ACQUISITION MANAGEMENT	<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date: 13 DECEMBER 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² 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.

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

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

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

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

6. BID DECLARATION

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

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

- 7.1 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.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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CONFIDENTIAL

LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

OFFICE OF
THE PREMIER

TERMS OF REFERENCE FOR BID PRDP 55/2022-23: MAINTENANCE OF SECURITY SYSTEMS AND EQUIPMENT INSTALLED IN ALL BUILDINGS OF OFFICE OF THE PREMIER

1. DEFINITIONS

Unless the context indicates otherwise, the following terms used in this bid shall have the following meaning:

- 1.1 **“Office”** means the Office of the Premier, Limpopo;
- 1.2 **“Preferential Procurement Regulations, 2017”** mean the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.3 **“Services”** mean the maintenance of the security systems and equipment installed in all buildings of the Office; and
- 1.4 **“Service Provider”** means the successful bidder who ultimately enters into a contract and service level agreement with the Office.

2. ACCRONYMS

- 2.1. AC Adapter Alternating current
- 2.2. CCTV Closed Circuit Television;
- 2.3. EF Electric Fence;
- 2.4. FDS Fire Detector System;
- 2.5. GTS Guard Tracking System;

2.6.	PAS	Public Address System;
2.7.	PSIRA	Private Security Industry Regulatory Authority
2.8.	PT	Portal Terminal
2.9.	SANS	South African National Standards
2.10.	TT	Twin Terminal
2.11.	UPS	Un-interrupted mini Power Supplier;
2.12.	VGA	Video Graph Array
2.13.	VMS	Visitors Management System

3. INVITATION TO BID

An invitation is hereby made to prospective bidders to submit Bids for the maintenance of electronic security systems and equipment installed in all buildings of the office.

4. DURATION OF CONTRACT

The contract period is thirty six (36) months.

5. BACKGROUND

5.1 The Office has put in place security measures and installed security systems in order to secure its assets and officials in the following buildings:

- 15 Hans Van Rensburg street building;
- 40 Hans Van Rensburg street (Mowaneng) building;
- 41 Church street building;
- 25A Bodenstein street building; and
- 15 Grobler Street building.

It is therefore necessary to appoint a service provider to maintain the installed security systems and equipment regularly and to attend to problems or faults with the system or equipment as soon as they are

6. INTRODUCTION

- 6.1** The Office will enter into a Service Level Agreement (SLA) with the successful Service Provider on how to manage faults in relation to the security system and equipment contemplated in these specifications after detecting them.

7. SCOPE OF WORK/ DELIVERABLES

7.1 Equipment to be maintained:

- 1. Access Control System**
- 2. Close Circuit Television**
- 3. Visitors Management System**
- 4. Guard Tracking**
- 5. Two-way Radios**
- 6. Electric Fence**
- 7. Motor Gates and Eye Beam Sensors**
- 8. Metal Detectors**
- 9. Parcel Scanners**
- 10. Boom gates, Spikes and Looping System**
- 11. Fire Panels**
- 12. Public Address System**
- 13. Data Projectors (In the Control Room)**
- 14. ID Photo Printer**
- 15. Library (Security services)**
- 16. Turnstiles, Swing and Sliding Doors**
- 17. Un-interrupted Power Suppliers**
- 18. Cable management (Security Networks Cables)**

7.2 TECHNICAL SPECIFICATIONS

7.2.1 ACCESS CONTROL SYSTEM

- ✓ The Office has installed Impronet access control system at 40 Hans Van Rensburg Street (Mowaneng) Building, 41 Church Street Building, and 15 Hans Van Rensburg Street and at 15 Grobler Street building. The system

must be maintained at least two times a month and all faults must be addressed immediately after detection.

7.2.1.1 Access Control Software

- ✓ The Software must be upgraded annually and all faults must be addressed. The database must be backed-up quarterly and the record must be stored on the Office's servers.

7.2.1.2 Access Control System's accessories

- ✓ All the access control system accessories indicated below shall be monitored and maintained at least once a week. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

Access control System accessories to be maintained:

- Controllers
- Portable and Twin Terminals
- Magnetic locks
- Emergency break glasses
- Supply of proxy cards and access card printer cartridges
- Power Suppliers
- Access Card Printer
- Biometric Readers
- Key switches

7.2.2. CLOSE CIRCUIT TELEVISION (CCTV)

- ✓ The Office has installed the CCTV system at 40 Hans Van Rensburg (Mowaneng) Street and 15 Grobler Street buildings. The system must be maintained at least once a week and all faults must be addressed after detection.

7.2.2.1. CCTV Software

- ✓ The Software must be upgraded annually, and all faults must be addressed. The database must be backed-up quarterly and the record must be stored on the Office's servers.

7.2.2.2. CCTV accessories

- ✓ All the CCTV system accessories indicated below shall be monitored and maintained at least once a week. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

CCTV accessories to be maintained:

- CCTV software
- Cameras
 - High Speed Domes
 - Mini Domes
 - Static
 - Covert Camera

- High Speed Dome Keyboards
- Digital Video Recorders (DVR)
- Power Suppliers
- Viewing Screens
- Remote Monitoring Systems (RMS)
- Video Graphics Array (VGA) splitter cables
- Splitters

7.2.3. VISITORS' MANAGEMENT SYSTEM

- ✓ The Office has installed the V.M.S. at 40 Hans Van Rensburg Street (Mowaneng) building. The system must be maintained at least two times a month, and all faults must be addressed after detection.

7.2.3.1 The VMS Software

- ✓ The Software must be upgraded annually, and all faults must be addressed. The database must be backed-up quarterly and the record must be stored on the Office's servers.

7.2.3.2 The VMS Accessories

- ✓ All the V.M.S. accessories indicated below must be monitored and maintained at least two times a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

The Visitors Management System's accessories to be maintained:

- VMS control pad scanner
- VMS Bluetooth system

7.2.4. GUARD TRACKING SYSTEM

- ✓ The Office has installed the G.T.S. at 40 Hans Van Rensburg (Mowaneng) building, 41 Church street building and the 15 Grobler Street Building. The system must be maintained regularly, and all faults must be addressed after detection.

7.2.4.1 The Guard Tracking Software

- ✓ The Software must be upgraded annually, and all faults must be addressed. The database must be backed-up monthly and the record must be stored on the Office's servers.

7.2.4.2. The Guard tracking accessories

- ✓ All the Guard Tracking accessories indicated below must be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must firstly obtain approval from the Office.

Guard tracking accessories:

- Batons
- Docking pad
- Mechanical system of GTS

7.2.5 TWO-WAY RADIOS

- ✓ The Office has two-way radios and base stations. The radio system must be maintained at least once a month, and all faults must be addressed immediately after detection.

7.2.5.1 Batteries of the two-way radios

- ✓ The batteries must be replaced when the need arises and all faults must be addressed.

7.2.5.2 Two-way radio accessories.

- ✓ All the Radio accessories indicated below must be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

Two-way radio accessories to be maintained:

- Base Radios
- Mobile radios
- Chargers
- Hands free kit
- Batteries

7.2.6 ELECTRIC FENCE

- ✓ The Office has installed the electric fence at the 40 Hans Van Rensburg Street building. The fence must be maintained at least once a month, and all faults must be addressed.

7.2.6.1 Electric Fence Control Panel

- ✓ The control panel must be continuously monitored, and all faults must be addressed.

7.2.6.2 Electric Fence accessories.

- ✓ The electric fence accessories indicated below must be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must first obtain a approval from the Office.

Electric Fence accessories to be maintained:

- Fence wires
- Fence control Panel
- Power supply and batteries
- Any other accessory not indicated above

7.2.7 MOTOR GATES

- ✓ The Office has installed motor gates at the 40 Hans Van Rensburg (Mowaneng) Street, 41 Church Street, 15 Hans Van Rensburg and 25A

Bodenstein Street buildings. The motor gates must be maintained at least once a month and all faults must be addressed.

7.2.7.1 Motor Gates/Gate Motors

- ✓ The motor gates must be continuously monitored, and all faults must be addressed.

7.2.7.2 Motor gates accessories.

- ✓ The Motor gates accessories indicated below shall be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

Motor Gate accessories to be maintained:

- Gate motor
- Beams & sensors
- Power supply and batteries

7.2.8 METAL DETECTOR

- ✓ The Office has walk-through detectors at the 40 Hans Van Rensburg (Mowaneng) Street, 15 Grobler Street and 41 Church Street buildings. The walk-through detectors must be maintained at least once a month, and all faults must be addressed.

7.2.9 PARCEL SCANNERS

- ✓ The Office has parcel scanners at 40 Hans Van Rensburg Street (Mowaneng) building. The parcel scanners must be maintained at least once a month, and all faults must be addressed.

7.2.10 BOOM GATES, SPIKES, ROBOTS AND LOOPING SYSTEM

- ✓ The Office has installed Boom Gates at the 40 Hans Van Rensburg Street (Mowaneng) building. The boom gates must be maintained at least twice a month and all faults must be addressed.

7.2.10.1 Boom and Spiked gate

The boom gates must be continuously monitored, and all faults must be addressed.

7.2.10.2 Boom gates accessories.

- ✓ The Boom and Spiked gates accessories indicated below shall be monitored and maintained at least twice a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office.

- Boom gate poles
- Boom gate motor
- Power supply and batteries
- Loop and sensor
- Spikes motor
- Spikes tray
- Robot
- Remote Controls and its batteries
- Mechanical system of the Boom Gates

7.2.11 FIRE DETECTOR SYSTEM

- ✓ The office has installed fire detection alarms at the 40 Hans Van Rensburg (Mowaneng) Street and 41 Church Street buildings. The fire alarm system must be maintained regularly and all faults must be addressed.

7.2.11.1 Fire Alarm System

- ✓ The fire alarm system must be continuously monitored and all faults must be addressed.

7.2.11.2 Fire Alarm System Accessories:

- ✓ The **Fire Alarm System** accessories indicated below shall be monitored and maintained weekly. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office:

- ZP3 Fire Alarm Panel
- Sealed Lead Acid Battery
- Optical Smoke sensor
- Cables (Security fire cables)
- Upgrade of the software system
- FDS Speakers

7.2.12 PUBLIC ADDRESS SYSTEM

- ✓ The office has an intercom at the 40 Hans Van Rensburg (Mowaneng) building. The **INTERCOM** accessories indicated below shall be monitored and maintained weekly. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office. The **INTERCOM** system must be continuously monitored and maintained:

- Alarm Controller
- Alarm Router
- Call Station Keypad
- Sound Projector
- Speakers
- Line Matching Transformers
- Volume Controls
- And all parts of PAS

7.2.12.1 Control Room Data Projectors Accessories

- ✓ The **DATA PROJECTOR** accessories indicated below shall be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office. The **DATA PROJECTOR (DP)** system must be continuously monitored and maintained.

- Projector lamp
- Lights
- VGA and Monitor Connector
- Remote Control
- Resolution
- Focus ring
- And all other parts of DP

7.2.12.2 ID PHOTO PRINTER.

- ✓ The **ID Photo Printer** accessories indicated below shall be monitored and maintained weekly. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office. The **ID Photo Printer** system must be continuously monitored and maintained:

- Printer Software
- Printing System
- Signal Transfer

- Port and Terminal Connections
- AC Adapter etc.

7.2.13 LIBRARY SYSTEM

- ✓ The **Library System** accessories indicated below shall be monitored and maintained at least once a month. Where there is a need to replace any faulty device, the service provider must firstly obtain approval from the Office. The **Library System** must be continuously monitored and maintained:

- Tattle Tape Book Detector Systems
- Infra-red beam System
- Book check Units
- Magnetic Media
- Tattle Tape Strips
- All parts of 3M Library system

7.2.14 TURNSTILES, SWING, SLIDING AND GARAGE DOORS

- ✓ The **Turnstiles, Swing, Sliding and Garage Doors** shall be monitored and maintained at least twice a month. Where there is a need to replace any faulty device, the service provider must first obtain approval from the Office. The **Turnstiles, Swing, Sliding and Garage Doors** must be continuously monitored and all faults must be addressed within 7 days.

7.2.15 UN-INTERRUPTED MINI POWER SUPPLIER (UPS)

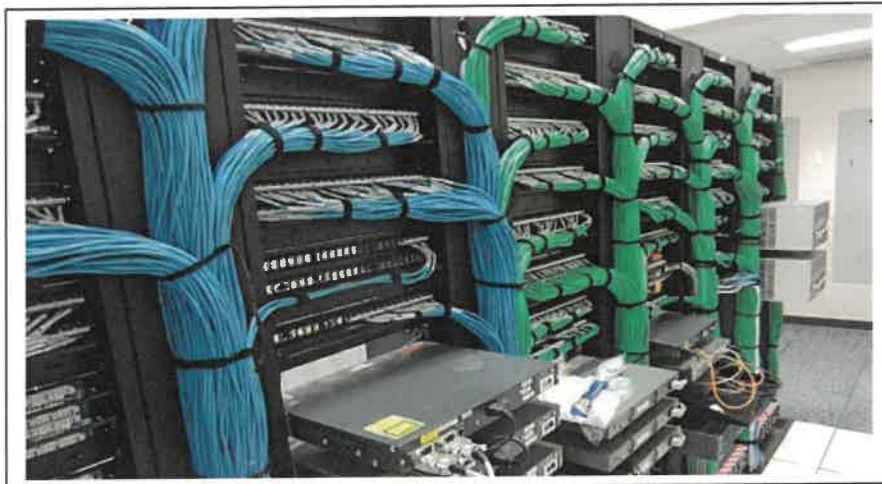
- ✓ The **UPS** shall be monitored and maintained at least once a month. Where there is a need for replacement of any faulty device, the service provider must first obtain approval from the Office.

7.2.16 SECURITY NETWORKS CABLES

- ✓ The service provider must be able to organize the cables in the control room and in the cable tray inside the ceiling.

The service provider shall within 3 weeks of the commencement of the contract–

- ✓ Label each cable, and
- ✓ Colour code the cables,



ITEMISED LIST

40 HANS VAN RENSBURG (MOWANENG) STREET	CAMERAS	PT	TT	SILVER CARD READER	SENSOR	MULTI - LOCK	PINPA D	BIOMET RIC	BIOMET RIC PINPAD	MAGLO CK
Ground floor	4	7	11		1	12	1		4	14
Gate Entrance	2									
Guard house	2									
Parking	4									
Building entrance	1									
Drive way	3			2				5		
Reception	1									
Atrium	2									
Premier parking	8									
Corridor	1									
Speed Dome	9	12	12	2		14				12
1 st floor	10	16	31	1		31				22
2 nd floor	10	18	18	2	1	26	1			16
3 rd floor	8	20	21	7		21		8	8	23
4 th floor										
TOTAL										
Bodenstein	3	4	2	6		13				6
Bodenstein parking	3									
Bodenstein entrance	1									
Bodenstein guard House	1									
Bodenstein 1 st floor	1									

8. DOCUMENTATION AND INFORMATION REQUIRED

8.1 Tax Legislation

- 8.1.1 Bidder(s) must be compliant when submitting an offer to the Office and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (act No. 89 of 1991)
- 8.1.2 It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with south African Revenue Services (SARS) to meet the bidder's tax obligation.
- 8.1.3 The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.
- 8.1.4 Bidders are required to be registered on the Central Supplier Database and National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 8.1.5 Where Consortia/ Joint Ventures/ Sub-contractors are involved, each party must be registered on the Central supplier Database and their tax compliance status will be verified through the Central Supplier Database.

8.2 If the Bidder is –

- a. a Close Corporation or Company, CIPRO or CIPC (Companies and Intellectual Properties Commission) Registration documents reflecting the latest information about the Bidder;
- b. a trust, a copy of the trust deed and where applicable, a letter of authorisation issued by the Master of the High Court; or
- c. any other entity, documentation establishing that entity.

- 8.3** A detailed profile of the Bidder, which must include detailed information on the experience of the Bidder in rendering similar services.

8.4 Bidders must disclose the following information:

- a. Full names of persons involved in the ownership and management of the Bidder.
- b. Details of any association or relationship between the Bidder and any other Bidder(s) who bid for this contract.
- c. Details of any association or relationship between any natural person (individual) in any way involved or associated with the Bidder, and any other Bidder(s) who bid for this contract.
- d. Full names and capacity of person who will sign the contract and service level agreement in the event the contract is awarded to the Bidder.
- e. Full names, telephone, electronic mail (if available) and telefax contact details of person who will be designated as project manager by the Service Provider in the event the contract is awarded to the Bidder. Such project manager will serve as the single point of contact between the Office and the service provider. The service provider may not later substitute this person without the written permission of the Office.

8.5 Bidders must indicate—

- a. the extent of resources under their control and resources available to enable them to execute the contract;
- b. that they will be able to adhere to generally accepted levels of quality in the provision of the service and explain the mechanism for quality assurance and review;
- c. the number and value of other contracts being undertaken by them at the date of the bid to enable the accounting Officer to ascertain their ability to execute this contract;
- d. the number of full-time employees employed by the bidder at the time of bidding;

- e. a breakdown in terms of race and gender at top and middle management levels;
- f. the level of control that Historical Disadvantaged Individuals possess in the bidding enterprise as well as their involvement in the operational and management levels;
- g. the extent of black ownership at equity level; and
- h. the extent to which the bidder has invested a percentage of its turnover on projects that have an economic value on any community in the province.

8.6 The bidders must as part of the bid proposal submit a maintenance plan to the Office which must indicate the service provider's plan of action to ensure sufficient maintenance and optimal use and availability of all the security systems in the Office. The maintenance plan must reflect the following minimum requirements:

- a. Maintenance methodology;
- b. Frequency of routine inspection;
- c. Sequence and timing of operations (minimum time-frames and a maximum of 48 hours) must be provided for;
- d. How repairs, replacements and emergency calls will be handled;
- e. Actions or directives required of the Office;
- f. Availability of the service provider at all times; and
- g. Any additional information that is according to the professional knowledge of the service provider necessary to include in the maintenance plan.

8.7 Bidders other than emerging micro enterprises (EME's) must submit an original or certified copy of a valid B-BBEE status certificate or Sworn Affidavit sustaining their B-BBEE rating claims.

Bidders who do not submit B-BBEE status certificates or are non-compliant contributors to B-BBEE will not be awarded any B-BBEE preference points.

Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by –

- a. A verification Agency accredited by SANAS; or
- b. Original sworn affidavit.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status as a legal entity, provided that they submit their B-BBEE status certificate.

A bidder will not be awarded points for B-BBEE status if it is indicated in the bid proposal that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A service provider may not, after award of the contract, sub-contract more than 25% of the value of the contract to an enterprise that does not have equal or higher B-BBEE status than the service provider concerned, unless the contractor is subcontracted to EME that has the capacity and ability to execute the sub-contractor.

- 8.8** Bidders must be registered and remain in good standing with PSIRA for both parties (i.e. company and Director) for the duration of the contract. The office reserves the right to, at any time, call upon the bidder to produce a PSIRA certificate of good standing for the period determined by the Office. The bidder must comply with all legislation and industry standards applicable to the rendering of the service and ensure continuity of the services.

9. SPECIAL CONDITIONS OF CONTRACT

9.1 Bidder's own terms and conditions or qualifications of bid

a. The service provider will be expected to sign a time register to indicate the response time to a call within two (02) hours of logging such call after hours. Failure to respond within two (02) hours will result in a penalty of ten per cent (10 %) that will be set-off from the service provider's next payment.

b. On-Site technician

The successful bidder must appoint an on-site technician who will be based in the Polokwane, who must respond within two (02) hours of a call being logged by the Office to ensure that all systems listed in this bid continue operating without interruption. The full job description and expected activities of the on-site technician are set out in Annexure B.

c. Bidder's own terms and conditions or qualification of bid

This document contains the terms and conditions that the bid and bidders must not qualify the Terms of Reference or come up with their own terms and conditions.

9.1.1 The successful Bidder must–

- a. comply with all specifications and standards outlined in these Terms of Reference;
- b. comply with all legislation, SANS and best industry practices applicable to the successful Bidder and the rendering of the services;
- c. use and adopt reasonable professional techniques and standards in providing the service;

- d. monitor project implementation against set targets, costs and time frames;
- e. provide the services with all due care, skill and diligence;
- f. ensure continuity of services to the Office;
- g. execute the contract under the supervision of the project sponsor and comply with any directive of the project sponsor;
- h. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
- i. obtain the signature of the project sponsor on all documents or reports submitted by the successful Bidder to the Office;
- j. appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the Office and the successful bidder;
- k. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The Office may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
- l. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the Office to assist it in fulfilling its obligations;
- m. ensure that it does not, in the process of fulfilling its obligations in terms of the contract, use any labour or intellectual capacity of any employee of the state, including employees of the Office, for remunerative purposes, unless such employee has the necessary written authorisation;

- n. upon notice by the Office, revise or amend any report that the Office is not satisfied with, within a time period specified by the Office in that notice; and
- o. immediately upon receipt of a notice from the Office, promptly re-execute any portion of the services that are found to be in non-conformity with the contract. The successful Bidder is liable to the Office for any other cost, damages or losses incurred or suffered by the Office as a result of such non-conformity.

9.1.2 The Service Provider must further –

- a. ensure the reliable functioning and optimum life of the equipment or systems which are the subject of this bid;
- b. conduct maintenance in accordance with the approved maintenance plan;
- c. conduct maintenance in such a manner that equipment failures are eliminated;
- d. be proactive and report to the project sponsor in writing any matter which it may become aware of, which may impact on the functional capacity of the equipment or systems which are the subject of this bid; and
- e. cede any supplier or factory guarantee of repaired or replaced parts to the Office.

10. MANAGEMENT OF ADDITIONAL COSTS OR FEES FOR REPAIRS OR REPLACEMENTS

10.1 In the event that there is a need for repairs or replacement of parts outside the maintenance scope stipulated or implied in these specifications or the maintenance plan, the service provider must submit a written report to the Office with the following information:

- a. the make and model number of the part concerned;

- b. The specification, drawings, blueprints and information pertaining to the said spare parts at no cost.
- c. a description or name and part number of the part concerned.
- d. a statement on whether the part could be repaired or replaced, together with a quotation; and
- e. the expected turnaround time for the replacement or repairs.

10.2 The service provider must, prior to effecting any work which requires additional payment, obtain written approval from the accounting officer or a lawful delegate. The service provider must be required to provide or supply all the required consumables which include but not limited to power suppliers, cables, motor gate & their accessories, cameras, logics and controllers in case they are worn out or damaged. The service provider must cede any supplier or factory guarantee of repaired or replaced parts to the Office. The service provider must add the approved additional costs for the consumables supplied for that month to the invoice.

10.3 The Office reserves the right to reject any quotation of the service provider and procure services for repairs or replacement contemplated in this paragraph from a different supplier.

10.4 The service provider may not claim any additional fees or monies where repair work –

- a. is to be carried out; or
- b. should have reasonably been effected as part of maintenance as stipulated or implied in these specifications or in the maintenance plan.

11. RESERVATION OF RIGHTS

The Office reserves the right to-

- a. invite bidders to make presentations regarding any aspect (s) of the bid;
- b. request further information or document (s) from any bidder after closing date;
- c. verify information and documentation of any bidder;
- d. inspect or cause the premises of any bidder to be inspected;
- e. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f. award the bid to a Bidder who did not score the highest points, in terms of the PPPFA;
- g. accept part of a tender rather than the whole tender;
- h. not make an award;
- i. enter into price negotiations with the preferred Bidder;
- j. cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such; and
- k. appoint a third party to evaluate the service provider's compliance with any aspect of this contract.

11.1 Bid Acceptance

The preferred bid will be accepted subject to condition that the preferred bidder signs a contract and service level agreement **prepared by the Office** within seven (7) days of the conditional award.

11.2 Invoices and payments

Payment for services will be made within 30 days of submitting an invoice to the Office, subject to the terms and conditions stipulated in the contract and service level agreement prepared by the Office to be signed between the Office and the service provider.

a. Payment is—

- i. subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the services to the Office in terms of the contract. The Office will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract; and
- ii. fixed for the duration of the contract, subject to any consumables that was approved by the Office in terms of clause 10 and the Service Provider may under no circumstances approach or request the Office for an increase in the contract price.

b. The Service Provider must submit an invoice for any payment to be made.

c. Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider.

d. The Office may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Office may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the Office will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the

Office. A certificate of indebtedness signed by the Chief financial Officer of the Office, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the office or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.

- e. In the event that the Office institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the Office's legal fees on an Attorney and own client scale.

11.2.1 Availability of Funds

Should funds no longer be available to pay for the execution of the services, the Office may terminate this Agreement in its own discretion or temporarily suspend all or part of services by notice to (service provider) which shall immediately make arrangements to stop the performance of the service and minimize further expenditure: provided that (service provider) shall thereupon be entitled to payment in full for the service delivered, up to the date of cancellation.

11.3 Conflict of Interests

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have systems in place to identify potential conflicts and to bring them to the attention of the Office.

11.4 Costs incurred by bidder

The Office will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of its bid.

11.5 Bid binding upon service provider

All written information, warranties and representations made by or on behalf of the Bidder before conclusion of the contract are binding upon the service provider and are deemed to have induced the Office to award the contract to the service provider.

11.6 Liability

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives;
- b. injury to any person, loss or damage suffered by the Office, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Office.

11.7 Warranties and Representations

11.7.1 The Service Provider warrants that-

- a. the Service Provider has the capacity and resources to render the services as specified;
- b. on delivery of the services, the services will be suitable for the purpose stipulated in this contract;
- c. the services will comply with these terms of reference. Any unilateral departure by the Service Provider from such Terms of

- Reference or standards is breach of this contract;
- d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
 - e. the Service Provider will not use any labour or intellectual capacity of any employee of the State, (including the Office) for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be hand delivered to the Office at the address for service, on date of signature by the Service Provider of this contract, and an acknowledgment of receipt be obtained by the Service Provider.

12. Bid price

12.1 Bid prices must include VAT and any other additional cost.

12.2 Bidders must prepare a pricing schedule signed by the authorized signatory, indicating costs per month and total costs for the duration of the contract. Should there be a discrepancy between the prices in the schedule and the total price indicated on the bid form, **the Office will consider the total price as indicated on the bid form.**

12.3 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.

13. Termination of Contract

13.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994) and ensure that where applicable, natural persons who constitute the bidder comply with these laws. The Office reserves the right to disregard a bid or cancel the contract with the service provider if the bidder or service provider,-

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

13.2 The Office may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- c. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- d. breaches this contract twice during the contract period.

14. Form of Bid

- 14.1 Bidders are required to complete the entire bid document and furnish all information required in the bid.
- 14.2 Only the **original** bid document will be accepted.
- 14.3 Except where an original document is required, all copies of documents must be certified.
- 14.4 Bidders may not use correction fluid. Any cancellation, alteration or amendment on the bid form must be made by hand and initialed by the authorized signatory.
- 14.5 **Documents to be filled in black ink.**

15. General

- 15.1 The service provider must -
- a. before commencing services, provide the Office with a list containing full names and identification numbers of persons who will require access to the sites for the purpose of implementing this contract;
 - b. execute the contract under the supervision of the project sponsor;
 - c. ensure continuity of services to the Office;
 - d. ensure that its Project Manager is readily accessible to the Office at all times;
 - e. ensure that its employees involved in the execution of this contract are –
 - i. properly skilled and competent to execute the contract;
 - ii. observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for reasons envisaged in this contract.
 - f. the service provider must, at its own expense, provide maintenance and repair log books.
 - g. the service provider must, on commencement of service, submit the log book format to the Office for approval.

- h. the log book must be kept by the Project Sponsor, and will remain the property of the Office.
- i. the Office and or its duly appointed representative may, at any time during the subsistence of this contract or within twelve months after termination of the contract (regardless of the reasons for termination), inspect and test the various portions of services, works or installations carried out by the service provider.
- j. the Office rejects the right to rejects all or any portion of such services, works or installations that may be considered by the Office to be non-compliant with this contract, defective or inferior in quality of material, workmanship or design. The Service Provider must, immediately upon receipt of a notice from the Office, at its own risk and expense, promptly replace or re-execute at the option of the Office, any such services, works or installations considered by the Office to be non-compliant with this contact, defective or inferior in quality of material, workmanship or design.”

15.2 The service provider must –

- a. Where applicable, obtain and cede to the office, any supplier or factory guarantees or warranties of repaired or replaced components;
- b. Ensure that such warranties or guarantees are not jeopardised in any way; and
- c. File such guarantees or warranty documents with the project sponsor.

15.3 By bidding, the Service Provider is deemed to have satisfied itself regarding all conditions affecting this contract and must at all times comply with the manifest intent and obligations of this contract.

16. SUBMISSION OF BID OFFERS

- 16.1** Bid documents may either be deposited in the tender box OR couriered to the addresses indicated in the SBD 1 on or before the stipulated closing date and time.
- 16.2** Bid documents will only be considered if received by Office before the closing date and time, regardless of the method used to send or deliver such documents to the Office.
- 16.3** The bid will be administered in terms of a two-envelope system. Bidders must simultaneously submit the **technical proposal** and **financial proposal** in two separate envelopes marked clearly as follows:

1. Envelope 1: Technical Proposal (documents needed in this envelope are listed on clause 16.3.1: Package 1)

Name of bidder:

Bid No. PRDP 55/2022-23

Title: Maintenance of Security Systems and Equipment in all Office of the Premier's buildings.

Closing date:

Closing time:

NO PRICING WHATSOEVER MUST BE INDICATED IN THIS ENVELOPE

BIDDERS WHO INCLUDE PRICE IN THIS ENVELOPE WILL BE DISQUALIFIED

2. Envelope 2: Price Proposal (documents needed on this envelope are listed on clause 16.3.1: Package 2)

Name of bidder:

Bid No. PRDP 55/2022-23

Title: Maintenance of Security Systems and Equipment in all
Office of the Premier's buildings

Closing date:

Closing time:

Only bidders who score 75 points out of 100 possible points for functionality will be evaluated on the financial proposal and preference points. Envelope 2 will only be opened if a bidder has obtained 75 or more points on the technical proposal contained in envelope 1.

16.3.1 The packages/ envelopes must be labeled and submitted in the following format:

Envelope (package) 1 (Technical Proposal)	Envelope (package) 2 (Price and B-BBEE)
Exhibit 1: Pre-qualification documents (Refer to 18.1 – Gate 0: Prequalification Criteria (Table 1))	Exhibit 1: Pricing Schedule
Exhibit 2: Technical responses.	Exhibit 2: <ul style="list-style-type: none">• SBD 6.1: Preference Points Claim Form in terms of the

Supporting documents for technical responses.	Preference Procurement regulations 2017
Exhibit 3:	
<ul style="list-style-type: none"> • General Conditions of Contract (GCC) 	
Exhibit 4:	
<ul style="list-style-type: none"> • Company Profile. • Any other supplementary information 	

16.4 Bidders are requested to initial each page of the tender document.

17. BRIEFING SESSION

A compulsory briefing session will be held for bidders on the date, time and venue as will be published in the tender bulletin. **Bidders who do not attend the briefing session will be disqualified.**

18. EVALUATION AND SELECTION CRITERIA

The Office has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 18.1 (Table 1) below. Only bidders that comply	Bidder(s) are required to achieve a minimum of 75 points out of 100 points to proceed to	Bidder(s) will be evaluated on price and B-BBEE claimed points

with ALL these criteria will proceed to Gate 1.	Gate 2 (Price and B-BBEE)	
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18.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of the Office's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal must be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Documents that must be submitted	Non-submission must result in disqualification?	
Original Bid Document	YES	Duly completed and signed.
Invitation of Bid – SBD 1	YES	Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBEE.
Proof of registration on Central Supplier Database (attach detailed CSD report)	NO	Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to

		obtain your vendor number. Submit proof of registration.
PSIRA Certificate	YES	Bidder must submit valid PSIRA Certificate(s)
Bid Proposal's Soft copy	NO	Bid Proposal on a soft copy (memory stick – two separate branded folders)

18.2 Gate 1: Technical Evaluation Criteria = 100 points

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

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated—:

- i. In accordance with the Evaluation Criteria for functionality listed in Annexure A;
- ii. out of 100 points and Bidders are required to achieve minimum threshold of 75 points in order to proceed to Gate 2 for Price and B-BBEE evaluations.

As part of due diligence, the Office may conduct a site visit at the bidder's place of business (as per the physical address provided by the bidder on SBD 1) and/ or a client of Bidder (reference) for validation of the services rendered. The bidder must include the details of the client (reference) to facilitate such validation.

18.3. Gate 2: Price and B-BBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 75 points thresholds in Gate 1 will be evaluated in Gate 2 for Price and B-BBEE.

In terms of regulation 6 of the Preferential Procurement Regulations, 2017, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders on the basis of:

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

18.3.1 Stage 1- Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

- P_s** = Points scored for comparative price of bid under consideration
P_t = Comparative price of bid under consideration
P_{min} = Comparative price of lowest acceptable bid

18.3.2 Stage 2 – B-BBEE Evaluation (20 points)

a. B-BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contribution in accordance with the table below:

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

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

- **A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1) and**
- **Valid B-BBEE Certificate/ original Sworn Affidavit.**

b. Joint Ventures, Consortium and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE score card is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Office will accept signed agreements

as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party.

The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

18.3.3 Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated.

19. REQUESTS FOR ADDITIONAL INFORMATION

19.1 For reasons of auditability of the bid process, a request by a bidder for additional information or clarification before the closing date of the bid must be done in writing. Queries may be directed to the following e-mail address:

tenders@premier.limpopo.gov.za

19.2 No telephonic or physical contacts with the officials shall be entertained. Any transgression of this requirement shall invalidate your bid.

19.3 During the bid evaluation process additional information or clarifications may be sought by the Office. For this purpose, a bidder must provide contact details. Written responses to requests for such information or clarification must be provided within 2 days. Failure to supply the information or clarification or to do so within the required timeframe may invalidate the bid.

ANNEXURE A:

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA-FUNCTIONALITY, PRICE & B-BBEE

THE BID WILL BE EVALUATED IN TERMS OF THE 80/20 PREFERENCE POINTS SYSTEM AND IN ACCORDANCE WITH THE FOLLOWING CRITERION:

Folio No.	Criterion	Means of Verification (Evidence)	Weights	Score
	FUNCTIONALITY		100	
1)	Existence of an office, including business facilities, in Limpopo Province		5	
<i>i)</i>	<i>Address written on bid document/ Proof of an address attached indicates that the bidder is not operating in Limpopo Province</i>		<i>0</i>	
<i>ii)</i>	<i>Proof of address attached corresponds with the address indicated on SBD1</i>	<i>Proof of business address/ Signed Lease agreement for the business/ Municipal rates payment/ any other provable Means of verification (Evidence to be verified)</i>	<i>5</i>	
2)	Bidder's capacity: Experience of Technical staff		35	
	Average Years of Experience			
<i>i)</i>	<i>No technical experience</i>	<i>No qualifications</i>	<i>0</i>	
<i>ii)</i>	<i>1 – 2 employees in Technical Support</i>	<i>Bidders to attach a list of qualified technician(s) employed by the bidder with</i>	<i>20</i>	

iii)	3 and more employees in Technical Support	their qualifications and CVs related to maintenance of security systems and equipment; namely access control system and CCTV (Evidence to be verified)	35	
3)	Bidder's capacity: Director(s)/ Proprietor(s)/ Owner(s)		15	
	Average Years of Experience			
i)	No Experience		0	
ii)	1 – 2 years	Bidders to attach CVs with list of contactable references indicating number of years in maintenance of Security systems and Equipment (Evidence to be verified)	2	
iii)	3 - 4 years		5	
iv)	5 – 6 years		10	
v)	7 years and more		15	
4)	Bidder's relevant experience in executing similar maintenance (maintenance of Security systems and Equipment)			35
	Experience (number of projects)			
i)	No Experience		0	
ii)	1 – 2 projects	Bidders to attach a list of contactable references with appointment /confirmation letters indicating number of projects in maintenance of Security systems and Equipment (Evidence to be verified)	10	
iii)	3 - 4 projects		15	
iv)	5 – 6 projects		20	
v)	7 projects and more		35	
5)	Bidder's capacity: Admin.			5

ANNEXURE B

JOB DESCRIPTION OF THE ON-SITE TECHNICIAN

Core Responsibility

- ✓ Install, maintain, or repair all security systems listed on item 7 on the specification.

Job Activities

- ✓ Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach wiring to connect components.
- ✓ Monitor Alarms (e.g. Fire alarm) and provide report on each incident on the causes and consequences of alarms whether is false alarm or real emergency.
- ✓ Test and repair circuits and sensors
- ✓ Test electrical circuits or components for proper functioning.
- ✓ Examine systems to locate problems, such as loose connections or broken insulation.
- ✓ Test backup batteries, keypad programming, sirens, or other security features to ensure proper functioning or to diagnose malfunctions.
- ✓ Inspect safety equipment to ensure proper functioning.
- ✓ Determine types of equipment, tools, or materials needed for repairs.
- ✓ Identifies, troubleshoots and resolves hardware, software, and basic network related problems encountered by end-users of the network.
- ✓ Has a basic understanding of IP and how to assign a computer an IP address.
- ✓ Archiving old footage as needed, organizing old footage in an orderly fashion, and switching out videotapes, compact discs, memory cards, hard drives or servers.
- ✓ maintain and repair that CCTV equipment, whether it's analogy or digital.
- ✓ Catalog all footage so that it can be easily recalled at a later time.
- ✓ Make sure that all gates, boom gates, and gate motors are working properly
- ✓ Ensure that all scanners are in good working condition
- ✓ Provide report for all faults and malfunctioning of the system

ANNEXURE C

**MAINTENANCE PLAN EVALUATION CRITERIA:
MAINTENANCE OF SECURITY SYSTEMS AND EQUIPMENT INSTALLED IN
ALL BUILDINGS OF OFFICE OF THE PREMIER**

NO	ITEM DESCRIPTION	ACTIVITIES
1.	1.Replacement of equipment	Warranty clause covered on the equipment to be replaced
2.	Repairs of equipment	Warranty clause covered on the equipment to be repaired
3.	Servicing of Equipment	List of Equipment to be serviced on intervals included
4.	Emergency Response	Details of the onsite technician and alternative technician provided
5.	Certification	Accredited Security Systems Technician

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)