



## INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 19<sup>TH</sup> NOVEMBER 2021

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG  
GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/08/2021-22/AIDC SECURITY

**CLOSING DATE:** 22<sup>ND</sup> DECEMBER 2021

**CLOSING TIME:** 11:00

**BID VALIDITY PERIOD:** 120 DAYS

**BRIEFING SESSION:** COMPULSORY BRIEFING SESSION

**BRIEFING SESSION VENUE:** Automotive Supplier Park (ASP), 30 Helium Road, Rosslyn.  
25.616792366326795, 28.07308924606554 (ASP)  
(Directions to AIDC can be accessed via the GGDA website – [www.ggda.co.za](http://www.ggda.co.za) or the AIDC website)

**BRIEFING SESSION TIME:** 11h00

**BRIEFING SESSION DATE:** 30 NOVEMBER 2021

**DESCRIPTION:** THE APPOINTMENT OF PHYSICAL & ARMED GUARD SECURITY SERVICES FOR 4 SITES OF THE AIDC FOR A PERIOD OF 36 MONTHS

**BID SUBMISSION REQUIREMENTS:** 2 ENVELOPES.  
DUE TO COVID19 WE REQUEST - SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES

TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY) FINANCIAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)  
(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS REQUESTED)

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15<sup>TH</sup> FLOOR, 124 MAIN STREET, JOHANNESBURG.**

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## CONDITIONS FOR COMPLETING BID DOCUMENTS

Documents required for this BID	Comments	Submitted (Yes /No)
<b>Mandatory Documents</b>		
SBD 1 (Invitation to Bid – and Bid Price Statement)	Disqualified if not filled in and provided	
SBD 3 (Pricing Schedule)	Filled and signed – ZAR currency only – Firm Price, disqualified if not filled in and provided	
SBD 4 (Declaration of Interest)	Disqualified if not filled in and provided	
SBD 6.1 (Preferential Points Claim Form)	Disqualified if not filled in and provided	
SBD 8 (Declaration of Service Provider's past Supply Chain Management Practices)	Disqualified if not filled in and provided	
SBD 9 (Certificate of Independent Bid Determination)	Disqualified if not filled in and provided	
➤ Company Profile	Disqualified if not provided	
Following, must not be older than 3 months:		
➤ Original Bank Stamped Letter with at-least Bank Code A, B, or C Rating.	Disqualified if not provided	
➤ Certified Copy of Board Resolution or Company Power of Attorney, authorizing the person signing this bid response or a letter from CEO/ MD or if you are a sole owner no letter is required.	Disqualified if not provided	
Technical Compliance Requirements – all documents to be submitted.		
➤ Company PSIRA Valid Original Letter of Good standing from Private Security Industry Regulatory Authority (PSIRA) certified copy.	Disqualified if not provided	
➤ Company directors to be registered and to belong to any South African approved and recognized security services regulatory body (Proof of valid	Disqualified if not provided	

membership certificate in Good standing to be attached from PSIRA)		
➤ Original certified copy of valid certificate from Unemployment Insurance Fund (UIF)	Disqualified if not provided	
➤ Original or Certified copy of valid Provident Fund certificate from Private Security Sector Provident Fund	Disqualified if not provided	
➤ Valid Letter of good standing Compensation of injuries diseases act - (COIDA -Department of Labour)	Disqualified if not provided	
➤ A R 10 million minimum insurance cover that must be valid at the date of tender closure. Bidder must submit a full policy document. In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance cover of the leading partner <b>or</b> A letter of intent from an insurance company for cover not below R10 million (Cover should include but not limited to loss of asset, Injuries, theft, animal assets) <b>Should the requested professional indemnity cover or letter of intent from an insurance company not be submitted and/ or the minimum is below R10 million such bid will not be evaluated further or not be considered</b>	Disqualified if not provided	
<b>Certified Documentations Required (Other Documents)</b>		
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	
SBD 2 (Tax Pin) – Tax Status	Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)	
VAT Registration Certificate (VAT103), if available	Tax Status must be active (status will be validated during evaluation stage)	
Valid certified copy of B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) or;  Valid sworn affidavit issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act).  In case of a trust, consortium or joint venture a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.	Valid Certified Copies must be submitted,	
CIPC - Company Registration Documentation	1. Certificate of Registration, 2. Change of Name Certificate (if applicable), 3. Register of Directors and	

	4. most current Registered Business Address.	
Certified Copies of Identity Documents	For all current Shareholders / Members	
SBD 6.2 (Local Production & Content)	To be completed	

**IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/08/2021-22/AIDC SECURITY  
**TIME:** 11:00

**CLOSING DATE:** 22<sup>ND</sup> DECEMBER 2021

**DESCRIPTION: THE APPOINTMENT OF PHYSICAL & ARMED GUARD SECURITY SERVICES FOR 4 SITES OF THE AIDC FOR A PERIOD OF 36 MONTHS**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**Gauteng Growth & Development Agency**  
**15<sup>TH</sup> Floor**  
**124 Main Street**  
**JOHANNESBURG**  
**2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART OF ENVELOP NO. 2 (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za); [Kgalaletsos@ggda.co.za](mailto:Kgalaletsos@ggda.co.za) & [smashala@aidc.co.za](mailto:smashala@aidc.co.za).
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **13<sup>th</sup> DECEMBER 2021**.
- 2.3 **Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA in regard to anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

### 4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **(TENDER REF NUMBER: GGDA/08/2021-22/AIDC SECURITY)**. The sealed envelopes must be placed in the tender box at 15<sup>th</sup> Floor, 124 Main Street, Johannesburg by no later than **11h00 on 22<sup>ND</sup> DECEMBER 2021**
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to



bid” and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.
- 4.8 GGDA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 GGDA reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA.

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

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 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.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders May Also Submit A Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 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."

## PART A2: TERMS OF REFERENCE

### THE APPOINTMENT OF PHYSICAL & ARMED GUARD SECURITY SERVICES FOR 4 SITES OF THE AIDC FOR A PERIOD OF 36 MONTHS.

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THESE ARE:

- Automotive Supplier Park (ASP), 30 Helium Road, Rosslyn.
- Electrical cable patrol, Adjacent to the Automotive Supplier Park, 30 Helium Road Rosslyn.
- Gauteng Automotive learning centre (GALC), 99 Hendrick van Eck Rosslyn.
- Winterveld Enterprise Hub (WEH), Molefe Makinta & Bushveld Road Winterveldt.

#### Address coordinate's

- 25.616792366326795, 28.07308924606554 (ASP)
- -25.62952033161704, 28.08107936865986 (GALC)
- 25.473088618830616, 28.061779216290656 (WEH)
- 25.613913596134136, 28.073722610552114 (CABLE LINE)

## 1. INTRODUCTION

### 1.2 Mandate

AIDC is the dedicated developmental agency of the Gauteng Growth and Development Agency (GGDA) in relation to the specific industrial, infrastructure and training needs required by the automotive and allied sectors - those based in the Gauteng province. The AIDC is thus tasked by GGDA with special developmental type projects aimed at enhancing and possibly expanding the automotive and allied-related sectors with a focus on enterprise development; also, in the support of government's aims at BBBEE and SMME development and the radical transformation of various townships. The AIDC also explores other developmental projects, external to the objectives of the GGDA, in support of the AIDC's own business development processes. These include projects related to the transport and energy sectors, as well the development of the Tshwane Auto City.

### 1.3 Vision

The vision of the AIDC is:

To be the leading implementation agency delivering creative, efficient, best practice and value-based solutions in support of government's programs related to the automotive and allied sectors.

### 1.4 Mission

The mission of the AIDC, in pursuit of its vision, is to provide innovative customized solutions:

To develop the automotive manufacturing sector to globally competitive standards of excellence through a world-class value proposition which enables effective and sustainable socio-economic growth.

## 1.5 Values

The AIDC's staff aligns their behavior to the company's shared values as listed below, which support, and is informed by, the organization's vision and mission:

- Respect for others
- Teamwork
- Open and honest two-way communication
- Encouraging a learning culture
- On-time, on-brief, on-budget
- Client-centered
- Integrity and ethics above all

## 2. BACKGROUND TO THE TENDER

### 2.1 Introduction

Automotive Supplier Park (ASP) is developed and managed by the AIDC, a subsidiary of Gauteng Growth and Development Agency.

ASP spans an area of 130 hectares and is in Rosslyn, north of Tshwane.

ASP concentrates automotive component manufacturers, suppliers, and service providers in one location to achieve synergies and cost benefits and create a safe and stable environment in terms of security and supply of services.

The AIDC rents factories to tenant requirements on a long-term lease basis. The company also offers shared mini factories for smaller operations and offices for automotive service providers.

Less than 2 kilometers is a second site of the AIDC where the Learning center is situated which is part of the security service requirement.

The patrol of the servitude containing the main Electricity supply to the ASP forms part of the security services that needs to be supplied as and when required.

The Winterveld Enterprise Hub plays a pivotal role in up-skilling individuals and supporting the growth of local SMMEs.

The purpose of the hub is to expose the local SMME's to modern auto body repair equipment and methodology while formalizing and developing their businesses by facilitating economic transformation within this area. The hub is part government's bid to revitalize township economy.

### 2.2 Risk Profiles per site

SITE	RISK	RISK LEVEL	WHO / WHAT WILL BE AFFECTED
AUTOMOTIVE SUPPLIER PARK (ASP) 30 HELIUM ROAD	Theft, damage to property, burglary, labor unrest.	HIGH	Tenants' equipment's / assets, property, tenants' employees, visitors, contractors, AIDC, AIDC equipment's / assets property employees, visitors and contractors
GAUTENGAUTOMOTIVE LEARNING CENTRE (GALC)	Theft, damage to property, burglary.	MEDIUM	AIDC equipment's, assets, property, facility.
CABLELINE PATROL, ADJACENT TO THE ASP	Cable theft, no electricity supply	HIGH	Tenants, Original equipment's manufacturers (OEM) BMW,

			Nissan, Ford, Toyota other international tenants' customers.
WINTERVELDENTERPRISE HUB, MOLEFI MAKINTA & BUSHVELD ROAD, WINTERVELDT	Theft, damage to property, burglary, community unrest	HIGH	AIDC equipment's, assets, property, facility, and clients

### 3. TENDER SCOPE OBJECTIVES

#### 3.1 The objective of the contract is:

- To ensure that the AIDC has a cost effective and quality security service contract in place.
- To provide a quality security service within the limitation and legal requirements as set out and required by legislation and customer requirements.
- To ensure that security within the facilities is maintained at a high standard.
- To ensure the safety of all users.
- The service provider will make themselves thoroughly acquainted with all aspects of the premises, including, but not limited to the nature thereof and all matters that may influence the security requirements.

#### 3.2 The output specifications are set out on the scope of work.

- The requirement, basic security concept for the AIDC sites will be considered of one central control at ASP with mobile deployments of guards as an when required.
- To provide armed guard patrol services 24hours 7 days a week services on the City of Tshwane power cable that feet's the ASP.
- The purpose of security service is to prevent the unauthorized access of persons, vehicles, and any dangerous objects on to AIDC property to safeguard the people, the property, premises, vehicles.
- The prospective Bidder must have knowledge of the following legislation and standards (as amended), in so far as the Departments are concerned:
  - Constitution of the Republic of South Africa, 1996
  - Protection of Information Act 84 of 1982
  - Promotion of Access to Information Act 2 of 2000
  - Promotion of Administrative Justice Act 3 of 2000
  - Criminal Procedure Act 51 of 1977
  - Occupational Health and Safety Act 85 of 1993
  - Private Security Industry Regulation Act 56 of 2001
  - Control of Access to Public Premises and Vehicles Act 53 of 1985
  - Trespass Act 6 of 1959
  - Information Act 70 of 2002
  - Labour Relations Act 66 of 1995
  - Employment Equity Act 55 of 1998
  - Minimum Information Security Standards, 2009
  - Minimum Physical Security Standard

**Note: Should there be an update of any legislation or standard referred to in this document; the updated version shall be applicable.**

#### **4. Other services will include but not limited to:**

- a. Guard and protect assets from theft, arson, robbery, and other unlawful acts committed by any person. This duty will be done on a 24/7 basis.
- b. Protect tenants' properties, employees, visitors, bidders and guests from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within the premises or on land under the control of AIDC.
- c. Conduct searching of all vehicles, baggage carried by people moving in and out the premises.
- d. Control trucks coming in and going out of logistics gates including the Just in time production delivery trucks.
- e. Conduct random searches of people, including staff members, coming in and out of the premises.
- f. Operate CCTV and access control equipment in the respective Control Rooms. These include : biometric access control, electronic visitor management system.
- g. Ensure all posts are always manned.
- h. Conduct regular patrols in and around all premises. Physical Patrol, frequency will be determined by the risks and operations per site.
- i. Manage crowd control in all the premises.
- j. Security officers must have basic knowledge of First Aid and Fire Fighting skills.
- k. Armed and tactical response team.
- l. Driving of shuttle busses, the AIDC will provide shuttle busses (Minibuses or Busses).
- m. Monitoring of the fire pump station within ASP during routine patrols.
- n. Access control at the main entrances / exit and Logistics entrances/ exit.

It must be noted that the AIDC's head office is at the ASP, and it is expected that the Site manager will be stationed at the ASP and will manage the other remote site from there.

#### **5. Special conditions**

- 5.1 Driving of passenger shuttle busses will be provided by 4 grade C guards with valid licenses, and professional driving permit (PrDP).
- 5.2 Driving of shuttle buses will be provided per tenant shift basis.
- 5.3 Driving of shuttle busses intermittently and as when required within the ASP to be provided.
- 5.4 Two trained level 1 First aid and 2 basic fire fighters to be provided per shift.
- 5.5 The Guarding service will run on a 2-shift basis Monday to Sunday.
- 5.6 The service provider to make provision for a relief shift.
- 5.7 The Bidder and his/her/its employees must sign a "Declaration of Secrecy" with the Department before commencement of services.
- 5.8 The Bidder must make use of Category "B" and "C" Security Officers, as defined in the Private Security Industry Regulation Act 56 of 2001
- 5.9 All security officers deployed by the Bidder in terms of this tender, must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.
- 5.10 All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority ("the PSIRA").
- 5.11 The Bidder shall, in order to ensure the continuity of the services, in the application of the security measures as contained in this tender and in the Contract, allocate specific personnel for the services on the site, keeping in mind that rotation from time to time, of security personnel is a healthy practice.
- 5.12 The quality of the security services to be rendered must not only be in accordance with the acceptable standard of the trade concerned, but also be in line with specific standards as contained, amongst others, in legislation.

- 5.13 All possible steps must be taken by the Bidder to ensure the correct intended execution of this Contract will take place.
- 5.14 Guards at all main entrances must wear combat set uniform and reflective jackets.
- 5.15 Guards at other posts must wear cooperative uniform with long sleeve t shirts.
- 5.16 The prospective Bidder may be required to absorb or retain at least 100% of the security officers based at the AIDC sites in terms of the previous security contract.

## 6 CONDUCT INVESTIGATION

- 6.1 The Service Provider's management and supervisors must be able to conduct investigations, gather evidence and successfully report and present these in a court of law.
- 6.2 Security staff shall actively support the investigation function by:
- 6.3 Properly securing crime scenes and protection of evidence
- 6.4 Proper investigation of incidents and accidents related to non-conformance(s)
- 6.5 Collection of relevant information and accurate presentation of these in internal hearing and, if necessary, in a court of law.

## 7 CONTINGENCIES AND EMERGENCY REQUIREMENTS

The service provider shall as part of this tender submission provide contingency plans for dealing with emergency situations. This will include but not be limited to:

- back up support capacity services and channels for requesting backup.
- response and/or lead times
- emergency management including facilitating evacuations, immediate firefighting, crowd control, access control, administering first aid.
- Assisting in disaster management and liaison with local authorities and emergency services etc.

## 8 COMMUNICATION & AUTHORIZATION

- 8.1 As the service provider represents AIDC in executing its duties, the interaction with visitors, tenants, and tenant's employees and how such communication is handled is of utmost importance.
- 8.2 Professionalism must always be displayed.
- 8.3 The service provider must have a communication and training program for all its staff and handling of visitors and tenants.
- 8.4 In terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Section 2(1) (a) and 2(2) (g) read with Government Notice 2142 of October 6, 1989, the AIDC hereby authorizes the appointed bidder to take the necessary steps to properly safeguard the premises and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed, by applying:
- 8.4.1 Access control
- 8.4.2 Additional services

## 9 Security staff must meet the following criteria:

- **Meet all criteria as set out by** Private Security Industry Regulatory Authority (PSIRA).
- Minimum education level of Matric (Grade 12).
- No criminal record (honesty to be suitably verified).
- Security training verification.
- First aid level 1 (valid certification 2 staff members per shift).
- Basic firefighting (valid certification 2 staff members per shift and shift supervisor).
- Minimum grade C level.

- 10 Documentary proof to be available and presented to the client within 7 days after issuing of an award letter.
- 11 Should the service provider's trained personnel leave the site and the company it is the responsibility of the service provider to ensure the shifts are balanced with equally qualified and trained personnel.
- 12 Security services to be provided Monday to Sunday (24 hours /7 days /yearly).

### **13 Security Risk Analysis**

- 13.1 The service provider will undertake a security risk assessment, within the scope of this tender to identify and resolve by means of a plan of action for 4 AIDC sites within two (2) weeks of commencement of the contract and provide a report to the client.
- 13.2 The risk assessment must be conducted every 6 months.
- 13.3 The output of the risk assessment report should include the recommendations for the client to improve safety and security:
  - Recommendations for clients to improve safety and security and service provider that could improve safety and security.
  - Schedule monthly meetings and reports on routine issues.

### **14 Labor and Supervision**

- 14.1 The Security Service provider is required to pay its employees no less than minimum stipulated Grade remuneration set out in the Sectorial Determination and all benefits thereof. The AIDC reserves its rights to audit the remuneration paid to security guards as per the sectorial determination.
- 14.2 Bidders to ensure that they cover for a shift reliever labor and cost. 2 shift system will be implemented, 6 to 6 Monday to Sunday.

### **15 Tools and equipment**

- 15.1 The service provider shall as a professional company issue its staff with all the pre-requisites required to render such a service as referred to in the annexure SBD 3.
- 15.2 Additional equipment's,
  - Handcuffs (2 per site).
  - Occurrence book per site.
  - Visitors' registers.



## 16 AIDC AUTOMOTIVE SUPPLIER PARK (SITE 1)

- Personnel requirements in terms of security services, guards to be provided with combat and cooperate uniform.

Resource PSIRA Grade	Resource requirements	QTY
Grade A	Day shift, (Monday to Friday)	1
Grade B	Day shift (Monday to Sunday)	1
Grade B	Night shift (Monday to Sunday)	1
Grade C	Day shift (Monday to Sunday)	12
Grade C	Night shift (Monday to Sunday)	12
Grade C	Straight Day shift (Monday to Friday) Reception duties	4

## 17 AIDC GAUTENG AUTOMOTIVE LEARNING CENTRE (SITE 2)

- Personnel requirements in terms of security services, Personnel requirements in terms of security services, guards to be provided with combat and cooperate uniform.

Resource PSIRA Grade	Resource requirements	QTY
Grade B	Day shift (Monday to Sunday)	1
Grade B	Night shift (Monday to Sunday)	1
Grade C	Day shift (Monday to Sunday)	4
	Night shift (Monday to Sunday)	
Grade C	Straight Day shift (Monday to Friday) Reception duties	1

## 18 POWER CABLE LINE – AS AND WHEN (SITE 3)

- Personnel requirements in terms of security services

Resource PSIRA Grade	Resource requirements	QTY
Grade C	Day shift (Monday to Sunday)	2
Grade C	Night shift (Monday to Sunday)	3

- Security officers per shift (Grade C) with valid firearm license (9MM Firearm required) competency and certificate.
- Code 8 or 10 driver's license.
- Day shift Monday to Sunday.
- Security officers per shift (Grade C) with valid firearm competency and driver's license arm. Night shift Monday to Sunday.
- 3 Pistols Auto 9mm 1A.
- Each guard to be provided with bullet proof vest, head protection gear (helmet) & combat uniform.
- Cable line guarding service will not necessarily run for a full 36-month period of the contract. One month notice will be given to the service provider should AIDC decide to terminate this service at any time. Is this part of deliverables of contract management process
- The AIDC reserves the rights to inspect the firearms on a random basis

## 19 WINTERVELD ENTERPRISE HUB (SITE 4)

- Personnel requirements in terms of security services

Resource PSIRA Grade	Resource requirements	QTY
Grade C	Straight day shift (Monday to Friday) Reception duties	1
Grade C	Day Shift (Monday to Sunday)	3
Grade C	Night Shift (Monday to Sunday)	3
GRADE B	Day Shift (Monday to Sunday)	1
GRADE B	Night Shift (Monday to Sunday)	1

## 20 INSURANCES AND INDEMNITIES

- 20.1 Service provider to ensure to take a public liability insurance to the minimum value of R10 000.00 (ten million rand).
- 20.2 Or provide a letter of Intension to have one.

## 21 REQUIREMENTS SUMMARY

- 21.1 The Bidder is required to compile a detailed proposal to be approved by AIDC for a period of 36 months from award date. 60 days' notice is required for early termination without any penalties to either party. This covers all aspects of the scope as detailed SBD 3.
- 21.2 Compliance with minimum security requirements – all staff must have been subjected by the service provider to security and criminal checks. Such confirmation must be provided at request of AIDC. All new staff appointed by the service provider and who will be performing their duties at the respective AIDC sites must be checked for security and criminal records.
- 21.3 All security guards to be posted to AIDC sites must all be PSIRA registered.
- 21.4 Occurrence book for each site, the purpose of the occurrence book is to give an overall picture of activities, inspections by Supervisors and all other occurrences at each site
- 21.5 All completed occurrence books for each site must be handed to the client at ASP (Head Office).

## 22 CONTRACT DURATION & CONTRACTUAL AGREEMENTS

- 22.1 Duration of contract is 36 months' period.
- 22.2 Duration of contact for SITE 3 is as and when required.
- 22.3 The successful service provider will be expected to sign a Service Level Agreement after the award letter has been issued.
- 22.4 The Terms of reference as well as the project proposal will act as an agreement between the Department and the Bidder. However, an additional contractual document will be drawn up detailing all contractual obligations and it will be expected of the Bidder to sign such document with the AIDC.
- 22.5 The Bidder will report directly to and hand over all deliverables to be reviewed and sanctioned to the AIDC 's project manager.
- 22.6 All security officers deployed by the Bidder in terms of this tender, must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

## 23 BID EVALUATION CRITERIA

**In line with Preferential Procurement Regulation 2017 (PPR2017).** The evaluation of responsive RFP offers shall be on the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status Level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).

The procedure for the evaluation of responsive RFPs will be as follows: -

- 1<sup>st</sup> on Administrative Compliance
- 2<sup>nd</sup> on Pre-Qualification Criteria
- 3<sup>rd</sup> on Functionality
- 4<sup>th</sup> on Price & BBEE (for bidders who met the minimum required functionality points of 70)

## 24 2<sup>nd</sup> STAGE - PRE-QUALIFICATION CRITERIA

The following prequalification criteria apply:

- a. The tenderer must have minimum B-BBEE status level of contributor from Level 1- 4.
- b. Submit a Valid Membership with Private Security Industry Regulatory Authority (PSIRA)
- c. Submit a Valid Letter of Good Standing (COIDA) – Department of Labour
- d. The tenderer must sub-contract 30% to **Winterveld Community** of the contract value for **Winterveld Enterprise Hub** to designated enterprises, thus to either an Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprise, meeting either or a combination of the following requirements:
  - an EME or QSE which is at least 51% owned by black people who are youth;
  - an EME or QSE which is at least 51% owned by black people who are women;
  - an EME or QSE which is at least 51% owned by black people with disabilities;
  - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - an EME or QSE which is 51% owned by black people who are military veterans.

### **For sub-contracting**

- The bidder to provide the following supporting documents with the bid:
  - **If the bidder is not from Winterveld vicinity, such bidder must submit a sworn affidavit signed and commissioned by the commissioner of oath indicating that the bidder will sub-contract 30% of Winterveld Community Hub contract value to the Community Service Provider.**
- The following documentation must be submitted when **contracting (SLA)**
  - Sub-contracting agreement signed by both parties detailing work to be sub-contracted
  - CIPC certificate, CSD summary report BBEEE Certificate and Tax e-filing SARS pin for the subcontractor

**NB:** Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified from further evaluation.

## 2<sup>n3rd</sup> Stage Functionality

The following Functionality points will apply during the evaluation AND as such, the Bidder must please refer to it in compiling their submission:

A. Additional Returnable - Compliance Requirements – all documents to be submitted	Weighting		
1. CSD Registration			
a) Supplier active status b) Supplier not restricted c) Active tax status (NB: award cannot be made to the bidder whose tax matters are not in order) d) SARS on-line tax status verification	Info provided will be validated during evaluation stage		
B. FUNCTIONALITY & CAPABILITIES	Maximum Points	Point Scored	Minimum Points
<i>NB: The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing &amp; BBBEE as per preferential system.</i>	100		70
<p>1. EXPERIENCE OF THE TENDERING ENTITY FOR RENDERING SECURITY SERVICES</p> <p>Company profile demonstrating years of active experience specifically in security services rendered in an environment similar to the AIDC &amp; its entities (e.g. Business Parks, Manufacturing, Production, etc). Bidders to indicate the years in which they have been rendering security services (this refers to the years in security operations and not the year of company registration).</p> <ul style="list-style-type: none"> <li>• 5+ years' experience = 15points</li> <li>• 3-4 experience = 10 points</li> <li>• 2-3 years' experience = 5 points</li> <li>• 1-2 experience = 3 points</li> <li>• Less than 1 year experience = 0 points</li> </ul> <p>Contactable references for similar work done; provide written testimonials of each reference not older than 12 months.</p> <ul style="list-style-type: none"> <li>○ 5 x Reference Letters (15 points)</li> <li>○ 4 x Reference Letters (12 points)</li> <li>○ 3 x Reference Letters (9 points)</li> <li>○ 2 x Reference Letters (6 points)</li> <li>○ 1 x Reference Letter (3 points)</li> <li>○ No Reference Letter (0 Points)</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed Company Profile company's years on experience in the security industry</li> <li>• Signed copies of reference letters with current contact details on the company letterhead confirming similar work as per tender scope.</li> <li>• Bidder to attach award letter/or Purchase order to each reference letter which details amount of the contract</li> </ul>	30	

	<p>and period awarded</p> <p><b>NB: GIDZ/GGDA reserves the right to contact these references directly and without your intervention and if your reference does not confirm the information provided, the reference letter will not be considered</b></p>		
<p><b>2. Capacity</b></p>			
<p><b>2.1 Provide comprehensive CV'S and certified copies qualifications / certificates of personnel to be dedicated to the AIDC contract (1 Site Manager Grade A).</b></p> <p>➤ <b>1 Site manager,</b></p> <ul style="list-style-type: none"> <li>• &gt; 5 years' Experience in Security as the site manager, Grade 12, registered with PSIRA Grade A, with Certificate in Security Management, 12 months certificate or Diploma of 3 years = <b>10 points</b></li> <li>• 3-5 years' Experience in Security as the site manager registered with PSIRA Grade A, with Certificate in Security Management, 12 months certificate or Diploma of 3 years = <b>5 points</b></li> <li>• &lt; 3 years' experience = <b>0 points</b></li> </ul> <p><b>NB: Only CV's that meet the abovementioned criteria will be considered for evaluation, zero points will be awarded if CV does not meet the abovementioned requirements.</b></p>	<p style="text-align: center;"><b>10</b></p>		
<p><b>2.2 Provide comprehensive CV'S and certified copies qualifications / certificates of personnel to be dedicated to the AIDC contract (Nine Shift Supervisor's Grade B).</b></p> <p><b>NB: Please note that if 9 Shift supervisor's CVs are not attached the bidder will not qualify for scoring on this point. Zero points will be allocated. All supervisors experience must be within the stated years to qualify for points. If not, CV will not be considered, zero points will be awarded.</b></p> <p>➤ <b>Nine (9) Shift Supervisors CV's to be attached and certified copies qualifications / certificates,</b></p> <ul style="list-style-type: none"> <li>• &gt;5 years' Experience in Security as the site supervisor with Security Grade B Certificate, Grade 12, (registered Grade B with PSIRA) = <b>10 points</b></li> <li>• 3-5 years' Experience in Security as the site supervisor with Security Grade B Certificate Grade 12, registered Grade B with PSIRA = <b>5 points</b></li> <li>• &lt; 3 years' experience = <b>0 points</b></li> </ul>	<p style="text-align: center;"><b>10</b></p>		

<p><b>2.3 (Vehicles) available to service the AIDC in relation to the project in question – Own / leased Vehicles.</b></p> <p><b>NB: Only Bakkies will be considered as they are the only vehicles required on sites. NP 300 or equivalent Fitted with canopies and patrol light</b></p> <p>Company has capacity to deliver in terms of available resources (Vehicles for delivery of security guards and reaction / response). For Own vehicles - Submit vehicles registration as proof – registered under the company name, not a personal vehicle. For Leased vehicles – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration.</p> <ul style="list-style-type: none"> <li>• 5 and more Vehicles available supported by either the vehicle registration and lease agreement in case of owned or rental / leased vehicle. =<b>10 points</b></li> <li>• 4 Vehicles available supported by either the vehicle registration and lease agreement in case of owned or rental / leased vehicle. = <b>5 points</b></li> <li>• &lt; 4 Vehicles = <b>0 points</b></li> </ul>	<b>10</b>		
<p><b>2.4 (Security guards) available to service the AIDC in relation to the project (General operations capacity – Security Guards of the company)</b></p> <p>Company has capacity to deliver in terms of available resources staff – security guards. NB: Submit a list of security guards registered with PSIRA under the employment of the company who are readily available or can be allocated for this project. The list must indicate the guard’s name, ID Number and the PSIRA registered grade. <b>List should be retrieved from PSIRA website</b></p> <ul style="list-style-type: none"> <li>• &gt;25 security guards employed by the company with PSIRA grade C (excluding any other staff other than the security guards). = <b>10 points</b></li> <li>• 20 to 24 security guards in the company (excluding any other staff other than the security guards). = <b>5 points</b></li> <li>• 15 to 19 security guards in the company (excluding any other staff other than the security guards). <b>3 points</b></li> <li>• &lt; 15 security guards in the company (excluding any other staff other than the security guards). = <b>0 point</b></li> </ul>	<b>10</b>		
<p><b>2.5 Armed Grade C Security Guards, to provide firearm competency and firearm licenses.</b></p> <ul style="list-style-type: none"> <li>• Originally certified copy of valid (from SAPS) Competency Firearm Certificates for 8 guards = <b>10 points.</b></li> <li>• Valid firearm licenses for 3 guns = <b>5 points</b></li> <li>• No documents provided = <b>0 points</b></li> </ul>	<b>10</b>		
<p><b>2.6 Operational plan</b></p> <ul style="list-style-type: none"> <li>➤ Detailed operational plan on how the sites would be managed and controlled during rendering of security services. The plan must clearly describe the following 5 elements:</li> </ul>	<b>20</b>		

<ul style="list-style-type: none"> <li>• Posting procedures (i.e Contingency plans in the event of scenarios including but not limited to strikes, emergency lock-down, short posting, emergency) = <b>5 points</b></li> <li>• Patrolling and control of access = <b>5 points</b></li> <li>• Communication and operating plan = <b>5 points</b></li> <li>• Management and supervision = <b>5 points</b></li> <li>• Operational plan not provided = <b>0 points</b></li> </ul> <p><b>NB: Each of the above-mentioned points must be covered on the operational plan in details on how they will be implemented on site for full points to be allocated. Operational plan to address all 4 sites.</b></p>			
<b>Total score</b>	<b>100</b>		<b>70</b>

The minimum threshold for the functionality evaluation is **70 points**. The RFP that do not meet this minimum threshold of 70 points will not proceed to the next stage of evaluation of the RFP.

#### 4<sup>th</sup> Stage - Price & BBEE Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & BBEE

BBEE & Price will be evaluated according to the preference point system of 80/20 as outlined below.

B-BBEE	Weight = 20 points if less than R50 000 000
BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
Below 6	0
<b>PRICE</b>	<b>= 80 points if less than R50 000 000</b>
<b>TOTAL BBEE &amp; PRICE</b>	<b>100</b>

#### THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- **NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**
- Accounting Officers (AOs) / Accounting Authority (AAs) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: -
- **Certificates issued by IRBA and Accounting Officers have been discontinued; however valid certificates already issued before 1 January 2017 may be used until they phase out completely by December 2017.**
  - Tenderers other than EMEs must provide BBEE Certificate from verification agencies accredited by SANAS; or
  - Tenderers who qualify as EMEs, must provide valid sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

#### VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)



- The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - ✓ The name and physical location of the measured entity;
  - ✓ The registration number and, where applicable, the VAT number of the measured entity;
  - ✓ The date of issue and date of expiry;
  - ✓ The certificate number for identification and reference;
  - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
  - ✓ The name and / or logo of the Verification Agency;
  - ✓ The SANAS logo;
  - ✓ The certificate must be signed by the authorized person

## VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.
- **An EME is required to submit a sworn affidavit** confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

## ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

- The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.
- **A QSE is required to submit a sworn affidavit** confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice

**SBD 3.3**

**PRICING SCHEDULE  
(Professional Services)**

Name of bidder.....Bid number: GGDA/08/2021-22/AIDC SECURITY

Closing Time: 11:00

Closing date: 22<sup>ND</sup> DECEMBER 2021

**PRICING TABLE: Automotive Supplier Park (Site 1) , 2 SHIFTS**

Item no.	Item Description	Grade	Quantity (per shift)	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
1	Labour cost for Security officers Day Shift (Monday to Sunday)	Grade C	12	R	R	R	R	R
2	Labour cost for Security officers Night Shift (Monday to Sunday)	Grade C	12	R	R	R	R	R
3	Labour cost for Straight day shift Monday to Friday	Grade C	4	R	R	R	R	R
4	Labour cost for Day Shift Supervisor (Monday to Sunday)	Grade B	1	R	R	R	R	R
5	Labour cost for Night Shift Supervisor (Monday to Sunday)	Grade B	1	R	R	R	R	R
6	Security Site Manager	Grade A	1	R	R	R	R	R
7	Hand Cuffs	N/A	5	R	R	R	R	R
8	Hand Radio	N/A	20	R	R	R	R	R

9	Torches	N/A	10	R	R	R	R	R
10	Panic buttons	N/A	6	R	R	R	R	R
11	Button sticks	N/A	20	R	R	R	R	R
12	Handheld Visitors license disc scans.	N/A	3	R	R	R	R	R
13	Handheld security metal detector scanner (rechargeable).	N/A	3	R	R	R	R	R
14	Patrol Vehicle / Bakkie with tracker and movable spotlight with canopy NP 300 or equivalent.	- N/A	2	R	R	R	R	R
15	Clocking points	- N/A	20	R	R	R	R	R
16	Clocking sticks	- N/A	2	R	R	R	R	R
17	Operational costs	- N/A	-	R	R	R	R	R
18	COVID-19 PPE i.e cloth masks,	- N/A	-	R	R	R	R	R
19	Armed Tactical team response in case of emergency, cost per day	Grade C						

	<b>SUB - TOTAL</b>	R	R	R	R
	<b>VAT 15%</b>	R	R	R	R
	<b>GRAND TOTAL</b>	R	R	R	R

Detailed costing can be provided to substantiate the pricing schedule. This pricing must include all costs and escalations for the duration of the contract. Labour cost to be in line with security sectoral determination, increase to be kept at 8% per annum, this will be reviewed in line with the approved sectoral determination increase.

**\*The AIDC reserve the right to determine the quantity of guards.**

**PRICING TABLE: Gauteng Automotive Learning centre (Site 2) , 2 SHIFTS**

Item no.	Item Description	Grade	Quantity (per shift)	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
1	Labour cost - Day shift Security officers (Monday to Sunday)	Grade C	4	R	R	R	R	R
2	Labour cost - Night shift Security officers (Monday to Sunday)	Grade C	4	R	R	R	R	R
3	Labour cost - Day shift Security Straight officers (Monday to Friday)	Grade C	1	R	R	R	R	R
4	Labour cost for Day Shift Supervisor (Monday to Sunday)	Grade B	1 per shift	R	R	R	R	R

5	Labour cost for Night Shift Supervisor (Monday to Sunday)	Grade B	1 per shift	R	R	R	R	R
6	Hand Cuffs	-	5	R	R	R	R	R
7	Hand Radio	-	6	R	R	R	R	R
8	Torch	-	6	R	R	R	R	R
9	Panic buttons	-	10	R	R	R	R	R
10	Button sticks	-	6	R	R	R	R	R
11	Handheld security metal detector scanner (rechargeable).							
12	Clocking points	-	10	R	R	R	R	R
13	Clock sticks	-	1	R	R	R	R	R
14	Operational costs	- N/A	-	R	R	R	R	R
15	COVID-19 PPE i.e cloth masks,	- N/A	-	R	R	R	R	R

	<b>SUB - TOTAL</b>	R	R	R	R
	<b>VAT 15%</b>	R	R	R	R
	<b>GRAND TOTAL</b>	R	R	R	R

**PRICING TABLE: POWER CABLE (Site 3) – THESE SERVICES WILL BE REQUIRED AS AND WHEN ,2 SHIFTS**

Item no.	Item Description	Grade	Quantity (per shift)	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
1	Labour cost -Security officers Day Shift (Monday to Sunday)	Grade C	2	R	R	R	R	R
2	Labour cost -Security Officers Night Shift (Monday to Sunday)	Grade C	3	R	R	R	R	R
3	Bakkie fitted with canopy, tracker and movable spotlight, NP 300 or Equivalent.	N/A	1	R	R	R	R	R
4	Hand Cuffs	N/A	3	R	R	R	R	R
7	Panic buttons	N/A	2	R	R	R	R	R
8	Operational cost	N/A	-	R	R	R	R	R

9	COVID-19 PPE i.e cloth masks,	N/A	-	R	R	R	R	R
	<b>SUB - TOTAL</b>			R	R	R	R	R
	<b>VAT 15%</b>			R	R	R	R	R
	<b>GRAND TOTAL</b>			R	R	R	R	R

**NB : THE SERVICE PROVIDER MUST PROVIDE AIDC WITH MONTHLY VEHICLE TRACKER PATROL REPORT.**

**\*The AIDC reserve the right to determine the quantity of armed guards.**

Detailed costing can be provided to substantiate the pricing schedule. This pricing must include all costs and escalations for the duration of the contract. Labour cost to be in line with security sectoral determination, increase to be kept at 8% per annum, this will be reviewed in line with the approved sectoral determination increase.



**PRICING TABLE: WINTERVELD ENTERPRISE HUB (Site 4) – 2 SHIFTS**

Item no	Item	Grade	Quantity	Unit Price	Monthly fee (EXCLUDING VAT)	YEAR 1 (EXCLUDING VAT)	YEAR 2 (EXCLUDING VAT)	YEAR 3 (EXCLUDING VAT)
1	Security officers Day Shift (Monday to Sunday)	Grade C	3	R	R	R	R	R
2	Security officers Night Shift (Monday to Sunday)	Grade C	3	R	R	R	R	R
3	Straight day shift Monday to Friday	Grade C	1	R	R	R	R	R
4	Day Shift Supervisor (Monday to Sunday)	Grade B	1	R	R	R	R	R
5	Night Shift Supervisor (Monday to Sunday)	Grade B	1	R	R	R	R	R
6	Armed tact team response as and when needed on site	Grade C	5 Guards per day	R	R	R	R	R
7	Hand Cuffs	-	2	R	R	R	R	R
8	Hand Radio	-	2	R	R	R	R	R
9	Torches	-	2	R	R	R	R	R
10	Panic buttons	-	2	R	R	R	R	R

11	Button sticks	-	2	R	R	R	R	R
12	Clocking points	-	5	R	R	R	R	R
13	Clocking sticks	-	2	R	R	R	R	R
14	Operational cost	N/A	-	R	R	R	R	R
15	COVID-19 PPE i.e cloth masks,	N/A	-	R	R	R	R	R
					<b>SUB - TOTAL</b>	R	R	R
					<b>VAT 15%</b>	R	R	R
					<b>GRAND TOTAL</b>	R	R	R

**NB : THE SERVICE PROVIDER MUST PROVIDE AIDC WITH MONTHLY VEHICLE TRACKER PATROL REPORT.**

**\*The AIDC reserve the right to determine the quantity of armed guards.**

Detailed costing can be provided to substantiate the pricing schedule. This pricing must include all costs and escalations for the duration of the contract. Labour cost to be in line with security sectoral determination, increase to be kept at 8% per annum, this will be reviewed in line with the approved sectoral determination increase.

**PART B**

**DECLARATION OF  
INTEREST**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number:.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

.....

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

Any other particulars:

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME  
(CHOOSE ONLY IF APPLICABLE)**

This document must be signed and submitted together with your bid

## INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.
- ### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY
- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number</b> _____	<b>Closing Date</b> _____
<b>Name of Bidder</b> _____	
<b>Postal</b> _____	<b>Address</b> _____
_____	
<b>Signature</b> _____	<b>Name</b> _____ <b>Date</b> _____



# **PART C – PREFERENCE POINT SYSTEM & LOCAL CONTENT**

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS



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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]**

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**[TICK APPLICABLE BOX]**

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

**WITNESSES**

1. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

#### Where

**x** is the imported content in Rand

**y** is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

**Description of services, works or goods**

**Stipulated minimum threshold**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

**I, the undersigned,** ..... **(full names),**

**do hereby declare, in my capacity as** .....

**of** ..... **(name of bidder entity), the following:**

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# **PART D – DECLARATION OF BIDDER’S PAST SCM PRACTICES**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

# PART E



## **E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## 2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-
  - 2.2 An expression which denotes
    - any gender includes the other gender;
    - a natural person included an artificial or juristic person and vice versa;
    - the singular includes the plural and vice versa;
  - 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
  - 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
  - 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
  - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
  - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
  - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
  - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favorable bid or,. If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;
  - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

**Bidder's Information**

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offer to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

## **E2: GENERAL CONDITIONS OF CONTRACT**

### **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 suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

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 and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
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25. Governing language
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27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider 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 anything 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 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “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.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “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 service provider 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.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 “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 client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

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

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

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

## **7. Performance Security**

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

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

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

## **8. Delivery and Documents**

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

9.1 The service rendered 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.

## **10. Transportation**

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



## **11. Incidental Service**

- 11.1 The service provider 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 rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client 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 service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

## **19. Penalties**

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

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

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

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

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 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.

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

20.7 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.

## **21. Force Majeure**

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

## **22. Termination for insolvency**

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

## **23. Settlement of Disputes**

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 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 client shall pay the service provider any monies due the service provider.

**24. Limitation of liability**

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, 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

**25. Governing language**

25.1 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

**26. Applicable law**

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

**27. Notices**

27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice

27.2 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.

**28. Taxes and duties**

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 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.

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

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

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

---

**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER** \_\_\_\_\_

**VAT REGISTRATION NUMBER** \_\_\_\_\_

---

**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**TYPES OF BUSINESS** \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITIES** \_\_\_\_\_

# **ANNEXURE A**

(Annexure A – available on the GGDA website – [www.ggda.co.za](http://www.ggda.co.za))

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