



GAUTENGIDZ

INDUSTRIAL DEVELOPMENT ZONE

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 5TH NOVEMBER 2021

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

BID NUMBER: GIDZ/05/2021-22/SECURITY

CLOSING DATE: 07TH DECEMBER 2021

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: COMPULSORY BRIEFING SESSION

BRIEFING SESSION VENUE: GIDZ Offices – Bonaero Park, ACSA Precinct, off Atlas and Bonaero Drive, Bonaero Park, Ekurhuleni Municipality (check website – www.ggda.co.za for detailed directions under GIDZ).

BRIEFING SESSION TIME: 11h00

BRIEFING SESSION DATE: 15TH NOVEMBER 2021

DESCRIPTION: REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE O.R TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINT 2 FOR A PERIOD OF TWO (2) YEARS

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

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: 15TH FLOOR, 124 MAIN STREET, JOHANNESBURG.

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 3.3 (Pricing schedule)	Filled or refer to an Annexure or addendum where price is	Bid Pricing (2 nd envelop)	
SBD 4 (Declaration of interest)	Make sure it is signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE	Compulsory	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	Compulsory	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	Compulsory	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 6 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Total Bid Price	Total bid price should NOT be completed but form part of the financial submission	Bid Pricing (2 nd envelop)	
Vat Registration Certificate	If applicable	Other returnable	

BBBEE Certificate and /or Valid Sworn Affidavit	Valid certified copies must be submitted to claim BBBEE points	Other returnable	
Company Profile	Include structure of the company	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if applicable	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	
JV or sub-contracting agreements or consortium (if applicable)	Submit agreements with the bid for JV or subcontracting or outline members to the consortium (if applicable)	Compulsory	

IF ANY OF THE ABOVE MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID ACCORDINGLY

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. Where applicable 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: GIDZ/05/2021-22/SECURITY CLOSING DATE 07TH DECEMBER 2021 TIME: 11:00

DESCRIPTION: REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINCT 2 FOR A PERIOD OF TWO (2) YEARS

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

**Gauteng Growth & Development Agency
15TH 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 STATUS (SARS PIN/CSD REPORT) 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 AS IT FORMS PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GIDZ/GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GIDZ/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: kgalaletsos@ggda.co.za and ZanobuhleN@gidz.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **1ST DECEMBER 2021**.
- 2.3 ***Bidders may not contact any other GIDZ/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 GIDZ/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 **90 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, **GIDZ/05/2021-22/SECURITY**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 07TH 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/GIDZ** 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 and also published on the website.
- 4.7 **GGDA/GIDZ** reserves that right not to accept the lowest bid of any tender in part or in whole, in line with Preferential Procurement Regulations 2017. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA/GIDZ**.
- 4.8 GGDA/GIDZ also reserves the right to award this bid to a purely empowerment company (where applicable this will be stipulated in the bid document) or may award this bid on conditions that a joint venture with an empowerment company is formed ,(this may be added and negotiated during contracting).
- 4.9 GGDA/GIDZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA/GIDZ 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 If the entity identifies that the price list is incomplete, the GGDA/GIDZ will write to the bidder informing them of the incomplete list and ask the bidder if they will be able to finish the contract at the price stated with the discrepancy identified as the bidder is not allowed to change their price after tender closing. If the bidder says no then they will withdraw their bid and it will be recorded as non-responsive.
- 4.12 GGDA/GIDZ 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 (GCC) are part of this tender document and will be incorporated as an annexure and those GCC terms and conditions will be binding 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/GIDZ.

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.
- 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

REQUEST FOR PROPOSAL FOR THE PROVISIONING OF PHYSICAL SECURITY (GUARDING) SERVICES AT THE OR TAMBO INTERNATIONAL AIRPORT SPECIAL ECONOMIC ZONE PRECINCT 1 AND PRECINCT 2 FOR A PERIOD OF TWO (2) YEARS

1. BACKGROUND INFORMATION

The Gauteng Industrial Development Company (“GIDZ” or “Gauteng IDZ”) is a subsidiary of the Gauteng Growth and Development Agency (“GGDA”) established as a special purpose vehicle to manage the establishment and operationalisation of the OR Tambo International Airport Special Economic Zone programme.

The Gauteng IDZ is looking for a registered service provider to provide physical security (guarding) services with leading security and risk management experience at the following sites :

- **Site location no. 1:** OR Tambo International Airport Special Economic Zone Precinct 1 (“ORTA SEZ Precinct 1”) located on Bonaero Drive, OR Tambo, Kempton Park, 1627. The Precinct comprises of eight (8) buildings of which comprise of a mixture of warehouse, manufacturing and office space, two (2) guardhouses and a multi-level parkade.
- **Site location no. 2:** OR Tambo International Airport Special Economic Zone Precinct 2 (“ORTA SEZ Precinct 2”) located adjacent to OR Tambo International Airport, in the City of Ekurhuleni, and occupies a strategic land portion between the airport and a higher order network of national and regional movement routes (the site is off Atlas offramp, Kempton Park). The total size of the three (3) sites is 29 ha in extent and is bordered by an industrial park in the north-east, Bonaero Park residential area in the south and OR Tambo International Airport and Kempton Park CBD in the west.

The Gauteng IDZ is, in view of the nature of its mandate, vision and mission, exposed to security risks, threats and vulnerabilities. These contingencies and vulnerabilities on the premises of the ORTIA SEZ Precinct 1 and ORTIA SEZ Precinct 2 necessitate a security structure responsible for safeguarding of human lives (staff, visitors and service providers), property, ORTIA SEZ assets, personal belongings and information. An effective security service is crucial for the Gauteng IDZ to execute on its mandate effectively and efficiently without any breach of security. It is against this background that a security service provider is required by the Gauteng IDZ for a period of Two (2) years to secure the premises until such time that the full scope of the Precinct security service compliment is ultimately rolled out. It is important for the bidders to note that the ORTIA SEZ Precinct 1 is still under construction and there will be a need for a phased approach in the delivery of guarding services at the Precinct which will be aligned to the main contractor delivery of buildings per the construction programme.

A phased construction approach to the delivery of the remaining structures is planned with the first building (Building 4 – Super Block) fully operational from September 2021. It is therefore anticipated that the service provider’s plan their delivery outputs as per the anticipated programme planned below:

Security & Risk Management Services Implementation Project Delivery Programme	Year 2021/22 Dec 2021 to March 2022 (3 months)	Year 2022/23 April 2022 to March 2023	Year 2022/23 April 2023 to December 2023
<p>The service provider's deliverables will be aligned to the Main Contractor Project Programme</p>	<p><u>ORTIA SEZ Precinct 1:</u></p> <ul style="list-style-type: none"> - Building 4 (Super Block) Multi-tenanted Commercial Office Block - Tenants are in occupation from 01 September 2021. <p><u>ORTIA SEZ Precinct 2:</u> Fence has been installed.</p>	<p><u>ORTIA SEZ Precinct 1:</u></p> <ul style="list-style-type: none"> - Onboarding of the tenants will commence at Practical Completion: <p>Construction of the remaining six (6) buildings of the JMP Top Structure sites (Building 3, 5, 6a, 6b, 7 & 8) to be developed including the construction of the security guardhouse 1 and 2, a multi-level Parkade, completion of two (2) single storey Guard Houses, including all connections to the existing bulk infrastructure.</p> <ul style="list-style-type: none"> - These buildings will comprise of a mixture of warehouse, manufacturing and office space. - Ongoing full roll-out of Security & Risk Management Services (Final year of contract) - anticipated construction programme 18 – 24 months from date of Main Contractor appointment. <p><u>ORTIA SEZ Precinct 2:</u> Security Services to commence on date to be agreed with the GIDZ.</p> <p>To provide guarding and patrolling of the vacant land which will have a clear-view perimeter fence installed for now to protect the vacant land and no buildings have been constructed on the site to date.</p>	

The GIDZ wishes to appoint a capable security company to provide a 24-hour guarding service, 7 days a week, at the ORTIA SEZ Precinct 1 and ORTIA SEZ Precinct 2.

The objective of the contract is to ensure that the GIDZ has a cost effective and quality security service contract in place for its mentioned facilities and sites under its management and/or ownership.

To provide a quality security service within the limitation and legal requirements as set out and required by legislation and customer requirements and to ensure the 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.

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

2. SCOPE OF WORK

The purpose of security service is to prevent the unauthorized access of persons and vehicles and the bringing in of any dangerous objects at the ORTIA SEZ PRECINCTS 1 and 2 in order to safeguard the people, the property, premises, vehicles, the bidder must execute the service in terms of the following acts:

- i. The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4, as well as; C5.
- ii. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- iii. Section 13 of the Constitution regarding violations must be avoided.
- iv. The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- v. Private Security Industry Regulation Act 56 of 2001 a) Protection of Information Act 84 of 1982 b) Trespass Act 6 of 1959 c) Occupational Health and Safety Act 85 of 1993 d) National Key Points Act , Protection of Personal Information Act 4 of 2013.
- vi. Other services may include but not limited to:
 - CCTV monitoring
 - Patrol guards
 - Armed response team offsite
 - Driving of shuttles within the Precinct from Parkade to various Buildings

It must be noted that it is expected that the Site manager will be stationed at the ORTIA SEZ Precinct 1 and will manage the other remote site from there. Monitoring of the fire pump station within the Precinct during routine patrols.

The appointed bidder will be required to provide 24-hour guarding service, 7 days a week to the following sites:

2.1 ORTIA SEZ Precinct 1

Total Precinct Size: 7.5ha (75,000m²) which consists of two parts a Northern Section and Southern Section.

The following duties must be performed by the security officers:

- Provisioning of 24-hour guarding and patrolling security service ONLY, 7 days a week at the ORTIA SEZ Precinct 1, located within the property boundaries of the OR Tambo International Airport on the Bonaero Drive, OR Tambo, Kempton Park;
- Taking over responsibilities of authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
- Responsible for access control, guarding of premises, patrolling of premises, escorting of VIPs & service providers where necessary, protection of personnel, protection of property, protection of ORTIA SEZ assets and staff's personal belongings, protection of visitors and their personal belongings, protection of information, respond to incidents and alarms, and execute other security functions as required by the Security Services Manager at the GIDZ;
- Recording of incidents / events in an occurrence register and report such incidents / events to the GIDZ personnel responsible for security. Bring any security deficiencies or problems or crime risks to the attention of the Security Services Supervisor and or the Security Services Manager recording such shortcomings in a relevant register i.e. Electronic Occurrence Register (EOR);
- Enforcing of the GIDZ security policy (systems and procedures);
- Conducting of after-hours inspection to identify security risks such as fire at the ORTIA SEZ Precinct 1 facilities. The inspection shall include checking at and around these areas: workstations, meeting rooms, kitchens, server rooms storerooms, etc.
- Enforcing the SOP's / Site instructions as provided by the client,
- Controlling of locks and keys;
- Monitoring of Close-Circuit-Television (CCTV) Surveillance Systems.

2.2 ORTIA SEZ Precinct 2

Total Precinct Size: 29ha (290,000m²) which consists of three sites:

ORTIA SEZ Precinct 2's service requirements will differ from that of ORTIA SEZ Precinct 1 such that ORTIA SEZ Precinct 2 ONLY requires the guarding and patrolling of the vacant land which will have a clear-view perimeter fence installed for now to protect the Vacant land and no buildings have been constructed on the site to date.

The project timeframe for the installation of the perimeter clear-view fence is expected to take approximately 10 months from the date of appointment of the Service Provider. The appointment is anticipated to take place at the end of September 2020. Therefore, guarding and patrolling of the site and the perimeter clear-view fence will ONLY be required once installation of the perimeter clear-view fence is complete. Interim Security service commences on 20 September 2021.

The following duties must be performed by the security officers:

- Provisioning of 24-hour guarding and patrolling of the perimeter clear-view fence, 7 days a week at the ORTIA SEZ Precinct 2, located adjacent to OR Tambo International Airport, in the City of Ekurhuleni, and occupies a strategic land portion between the airport and a higher order network of national and regional movement routes (the site is off Atlas offramp, Kempton Park).
- Taking over responsibilities of authorized officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
- Responsible for access control, guarding of premises, patrolling of premises, protection of property, protection of ORTIA SEZ Precinct 2 assets and execute other security functions as required by the Security Services Manager at the GIDZ;
- Recording of incidents / events in an occurrence register and report such incidents / events to the GIDZ personnel responsible for security. Bring any security deficiencies or problems or crime risks to the attention of the Security Services Supervisor and or the Security Services Manager recording such shortcomings in a relevant register i.e. Electronic Occurrence Register (EOR);
- Enforcing of the ORTIA SEZ Precinct 2 security policy (systems and procedures);
- Conducting of after-hours inspection to identify security risks such as fire at the ORTIA SEZ Precinct 2 facility.
- Controlling of locks and keys.

2.3 Services Applicable to both sites, but not limited to:

2.3.1 Conduct Investigation

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

2.3.2 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.

2.3.3 Communication

- As the service provider represents GIDZ in executing its duties, the interaction with visitors, tenants and tenant's employees and how such communication is handled is of utmost importance. Professionalism must always be displayed. The service provider must have a communication and training programme for all its staff and handling of visitors and tenants.

2.3.4 Security staff requirements

- Security staff shall 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) which would be verified, which would be verified by State Security Agency and SAPS.
 - Pre- employment tests, including polygraph and ITC checks,
 - The GIDZ or its duly appointed agency will from time to time perform monthly random screening of security officers,
 - Security training verification
 - First aid level 1 (valid certification 2 staff members per shift)
 - Basic fire-fighting (valid certification 2 staff members per shift and shift supervisor)
 - Minimum grade C level
- Documentary proof to be available and presented to the client within 7 days after issuing of an award letter, 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.
- Security services to be provided Monday to Sunday (24/7/366).

2.3.5 Security Risk Analysis

- 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 the two (2) GIDZ sites within two (2) weeks of commencement of the contract and provide a report to the client.
- The risk assessment must be conducted every six (6) months.
- The output of the risk assessment should address the following:
 - Recommendations for clients and service provider that could improve safety and security.
 - Schedule monthly meetings and reports on routine issues.

2.3.6 Labour Force and Supervision

- 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 GIDZ reserves its rights to audit the remuneration paid to security guards as per the sectorial determination.

2.3.7 Tools and equipment

- 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 below under “Par/Section 5 & 6”.

3. WORKING HOURS

The appointed service provider will adhere to industry hours and the requirements as stipulated in the Labour relations Act for a 2 x 12-hour shift as follows:

- Day Shift : 06:00 - 18:00
- Night Shift : 18:00 - 06:00

Personnel requirements in terms of security services at ORTIA SEZ Precinct 1:

- Day Shift during Weekdays, Weekends and Public holidays (12/7 Day Shift only)
- Night Shift during Weekdays, Weekends and Public holidays (12/7 Night Shifts only)

Day Shift during Weekdays, Weekends and Public Holidays (12/7)	
Resource PSIRA Grade	Quantity
Grade A	9
Grade B	3
Grade C	2
Sub-Total	14
Night Shift during Weekdays, Weekends and Public Holidays (12/7)	

Resource PSIRA Grade	Quantity
Grade A	6
Grade B	3
Grade C	3
Sub-Total	12
Total Resources for Precinct 1	26

Note: The number of security officers indicated above is the reflection of ORTIA SEZ Precinct 1's current requirements. The GIDZ reserves the rights to increase or decrease the number of security officers as and when security requirements change.

Personnel requirements in terms of security services at ORTIA SEZ Precinct 2:

- Day Shift during Weekdays, Weekends and Public holidays (12/7 Day Shift only)
- Night Shift during Weekdays, Weekends and Public holidays (12/7 Night Shifts only)

Day Shift during Weekdays, Weekends and Public Holidays (12/7)	
Resource PSIRA Grade	Quantity
Grade C	3
Night Shift during Weekdays, Weekends and Public Holidays (12/7)	
Resource PSIRA Grade	Quantity
Grade C	3
Total Resources for Precinct 2	6

Note: The number of security officers indicated above is the reflection of ORTIA SEZ Precinct 2's current requirements. The GIDZ reserves the rights to increase or decrease the number of security officers as and when security requirements change.

4. BACK UP ARMED RESPONSE

Security officers on site must be armed but more armed guards should be made available should the need arise. The Company to render services at the ORTIA SEZ must have a back-up armed response unit to be used on ad hoc basis.

5. SECURITY EQUIPMENT ORTIA SEZ Precinct 1

Type	Quantity
LM6 Assault Rifles	5
9mm Pistol	3
Guard Hut (Temporary) duration of the contract	1
Double Cab 4x4 A/T(B6 level armouring)(4000km included per month)(R4,50 per km in excess)	2
Safeploy Hardware	1
Metal detectors at reception	2
PTT Two Way Radios (with earpieces for confidentiality and noise reduction for none disturbance to staff)	13
Patrolling Unit	4
K9 (Nightshift Only incl. K9, kennel, vet, food, grooming)	1
Pepper Spray	13
Battery operated/Rechargeable handheld torches	8
Batons	13
Handcuffs	13
Reflector vests	26

6. SECURITY EQUIPMENT ORTIA SEZ Precinct 2

Type	Quantity
Guard Hut (Temporary)	2
PTT Two Way Radios	3
Security patrol vehicle	1
K9 (Nightshift Only incl. K9, kennel, vet, food, grooming)	2
Pepper Spray	3
Battery operated/Rechargeable handheld torches	4
Batons	3
Set of Handcuffs	2
Occurrence Book	1
Portable Toilet	1
Reflector vests	6

Note: All the above equipment must always be kept on site (ORTIA SEZ Precinct 1) for the duration of the contract and fully operational. The equipment must be quoted for in the bid proposal. If not quoted, the GIDZ shall not allow fee/cost adjustments after the award.

7. UNIFORM

All security officers on site must be dressed in the bidder's corporate uniform suitable for all seasons as follows:

- **Winter uniform:** Security officers to be issued with warm clothing e.g. long coats, jerseys, gloves, scarfs etc. to enable them to function comfortably.
- **Summer uniform:** matching trousers and jacket/ blazer, long sleeve shirts, tie, black shoes, socks and pull-over jersey
- **Name tags:** each security officer must be issued with a name tag as part of the uniform.

Note: Uniform must be changed at least twice a year as the season changes or as when it is required. In terms of PSIRA pricing structure, uniform pricing has to be included in the price for each security officer.

8. TRAINING

The service provider is responsible for training of security officers for the duration of the contract. The training will entail, and not limited to: refresher courses, CCTV Operations, Fire Marshall & evacuation procedures, First Aid, Event Management, Crowd Management, Communications, Customer Service and Capability to conduct investigations.

NOTE:

- The GIDZ reserves the right to request proof of training for each security officer as and when required during the duration of the contract.
- Detailed duties/tasks of security officers at each security post will be provided to the successful service provider.
- The service provider will also be expected, on an ad hoc basis, to perform other security functions as required at the ORTIA SEZ Precincts. These functions may be expected to be performed outside the ORTIA SEZ Precinct 1 when a need arise.

9. PROJECT TIMELINES CONTRACT DURATION

The appointed service provider(s) will be required to commence with service rendering on the date to be agreed upon with the GIDZ for a period of two (2) years. The GIDZ reserves the right to terminate the contract should the quality of service not be maintained to the service levels agreed to with the bidder.

10. GENERAL REQUIREMENTS

1. **Format of communications**

Communication between the GIDZ and the service provider shall be by e-mail and telephone.

2. **Key personnel**

State requirements for a schedule of key personnel / schedule of contact particulars of key personnel, if required, and state when the schedule is to be submitted. Attach pro-formas of such documents to the end of the scope of work.

3. Management meetings

Monthly management meetings shall be held at the ORTIA SEZ Precinct 1. Dates for the said meetings will be agreed upon.

4. Forms for contract administration

The contract would be entered into subject to the signing of the Service Level Agreement by both parties.

5. Daily records

The service provider must provide the GIDZ with a daily security reports for ORTIA SEZ Precinct 1 before 10am daily.

6. Professional indemnity insurances

The successful bidder will be required to a have a public liability of R1 000 000 and an insurance of ten million (R10mil) for claims purpose of any theft, damage or loss incurred by GIDZ under the security management of the service provider

The GIDZ would not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the contractor or injury of his/her while on site or in the execution of their duties. The service provider will be held responsible for damages of items caused by them at ORTIA SEZ Precinct 1.

Service provider staff must be willing to undergo polygraph testing if necessary.

11. BID EVALUATION CRITERIA

In line with Preferential Procurement Regulation 2017 (PPR2017). The evaluation of responsive tender 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 of the Preferential Procurement Regulations, 2017 (As Amended).

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

- 1st Admin Compliance & Mandatory requirements
- 2nd Pre-qualification Criteria
- 2nd on Functionality
- 3rd on Price & BBEE (for bidders who met the minimum required functionality points)

1st Stage - Admin compliance including Mandatory requirements

- (as per conditions of completing the bid document)

2nd Stage – Pre-Qualification

The following prequalification criteria apply:

- The tenderer must have minimum B-BBEE status level of contributor of Level 1;
- Submit a Valid Membership with Private Security Industry Regulatory Authority (PSIRA)
- Submit a Valid Letter of Good Standing (COIDA) – Department of Labour
- Sub-contracting: - The tenderer must sub-contract 30% of the contract value 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.

NOTE : For subcontracting - Should the main bidder meet the pre-qualification criteria requirements as indicated above for sub-contracting as an EME or QSE with atleast 51% or more as per above classes, the sub-contracting requirements will not be required.

For sub-contracting - the bidder to provide the following supporting documents with the bid: -

- Sub-contracting agreement signed by both parties detailing work to be sub-contracted
- CIPC certificate and CSD Number or CSD Report for the subcontractor
- BBEEE Certificate/valid sworn affidavit and Tax e-filing SARS pin
- GGDA reserves the right to request additional supporting document and to verify information submitted and should there be misrepresentation, the bidder will be disqualified.

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

3rd Stage: Functionality

As per detailed criteria table below - the following functionality points will apply during the evaluation process and the Bidder must please refer to it in compiling their submission:

Functionality / Quality Criteria	Evidence/ Supporting information required	Maximum Points	Points Scored
<p>1. METHODOLOGY/RATIONALE AND WORK PROGRAMME</p> <ul style="list-style-type: none"> • Detailed proposal on how the bidder proposes to execute the contract as per scope of work bearing in mind the two Precincts 1 and 2 = 10 points; <ul style="list-style-type: none"> ○ Proposal to include contingency plan in terms of emergencies, e.g. unrest/strikes; theft; arm robbery; bomb threats, bad weather conditions, etc • A Bidder shall provide the Project Plan to meet time frames indicated for this project, stating all assumptions and detailing, inter alia the following: - (max of 10 points, broken as per below points) <ul style="list-style-type: none"> ○ Project Site handover and establishment milestone = 1 point; ○ Security base line risk assessment for the immediate ORTIA SEZ Precinct 1 (Buildings 2 and 4) sites and areas as outlined in the compulsory site briefing session = 5 points; ○ Security base line risk assessment for the phased construction delivery milestones for the Top Structure (Building 3, 5, 6a, 6b, 7 & 8) to be developed including the construction of the security guardhouse 1 and 2, a multi-level Parkade, completion of two (2) single storey Guard Houses) in alignment to the phased Project Site Handover anticipated per building = 2 points; ○ Indication of key milestones = 2 points. 	<p>Provide detailed proposal with detailed contingency plan;</p> <p>Provide detailed work plan/ programme and project plan, considerations to a phased construction delivery project which covers all activities as per the scope of this tender</p>	<p>20</p>	
<p>2. 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 ORTIA SEZ Precinct 1 and Precinct 2 (e.g. Production, Manufacturing, Business Parks). 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"> • 5+ years' experience within a National key point environment and high value commodities = 10 points • 3-4 experience within a National key point environment and high value commodities. = 5 points • 2 to less than 3 years' experience within a National key point environment and high value commodities = 3 points • Less than 2 years' experience within a National key point environment and high value commodities = 0 points 	<ul style="list-style-type: none"> • Detailed Company Profile company's years on experience in the security industry And • Signed copies of reference letters with current contact details on the company letterhead confirming similar work as per tender scope. • Bidder to attach award letter/or Purchase order to each reference letter which details amount of the contract and period awarded 	<p>15</p>	

<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"> ○ 5 x Reference Letters and 5 purchase orders (5 points) ○ 4 x Reference Letters and 4 purchase orders (4 points) ○ 3 x Reference Letters and 3 purchase orders (3 points) ○ 2 x Reference Letters and 2 purchase orders (2 points) ○ 1 x Reference Letter and 1 purchase orders (1 points) ○ No Reference Letter and no purchase order (0 Points) 	<p>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</p>		
<p>3. EXPERTISE OF THE KEY PERSONNEL & QUALIFICATION FOR RESOURCES ASSIGNED TO UNDERTAKE THE WORK</p> <p>➤ Experience of the Contract Site manager</p> <ul style="list-style-type: none"> ○ > 5 years' Experience in Security as the site manager, Grade 12, registered with PSIRA Grade A, with Certificate in Security Management, 12 months or Diploma with a Diploma = 10 points ○ 3-5 years' Experience in Security as the site manager registered with PSIRA Grade A, with Certificate in Security Management, 12 months or Diploma = 5 points ○ < 3 years' experience = 0 points <p>➤ Experience of the Shift Supervisors : -</p> <ul style="list-style-type: none"> ○ >5 years' Experience in Security as the site supervisor with Security Grade B Certificate, Grade 12, (registered Grade B with PSIRA), = 10 points ○ 3-5 years' Experience in Security as the site supervisor with Security Grade B Certificate and Grade 12, registered Grade B with PSIRA = 5 points ○ < 3 years' experience = 0 points 	<p>Please attach CV with clear years of experience of proposed Site Manager</p> <p>Copies of their qualifications including and affiliations with relevant professional bodies</p> <p>Please attach CV with clear years of experience of proposed person</p> <p>Copies of their qualifications. and affiliations with relevant professional bodies</p>	<p style="text-align: center;">10</p> <p style="text-align: center;">10</p>	
<p>4. BIDDER'S CAPACITY TO DELIVER - MANPOWER</p>			
<p>The service provider must demonstrate that they have the necessary capacity to provide the required service to GIDZ over the duration of this contract, this may include but not limited to the following:</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 name, ID Number and the PSIRA registered grade. List should be retrieved from PSIRA website</p> <ul style="list-style-type: none"> ● > 35 permanent security guards in the company, excluding office staff = 25 points 	<p>Bidders to provide approved staff list for their security guards categorised per Grading, should detail – full names; ID Number, Grading, PSISA number, contactable details, gender and nationality.</p>	<p style="text-align: center;">25</p>	

<ul style="list-style-type: none"> • 15 – 35 permanent security guards in the company, excluding office staff = 15 points • 10 - 15 permanent security guards in the company, excluding office staff = 10 points • Less than 10 permanent security guards in the company, excluding office staff = 0 points 	<p>NB: List should be retrieved from PSIRA website</p> <p>Staff list to be signed by the bidder authorised personnel</p> <p>GIDZ hold the discretion to verify the information</p>		
<p>5. BIDDER'S CAPACITY TO DELIVER - VEHICLES</p>			
<p>Bidder to provide proof that they have the vehicles/capacity available to service the ORTIA SEZ as per tender scope – Own and/or Leased Vehicles.</p> <p>Service provider must provide the necessary vehicles with armed guards specifically for the ORTIA SEZ Contract:-</p> <ul style="list-style-type: none"> ○ >2 x Tactical response team vehicles = 5 points ○ >2 x Armored vehicles = 5 points ○ 1 x rapid response team vehicle = 3 points ○ 1 x armed reaction vehicle = 3 points ○ 0 x rapid response team vehicle = 0 points ○ 0 x armed reaction vehicle = 0 points ○ 0 x vehicle provided for each of the above = 0 points 	<p>Bidder to submit the following document with the bid: -</p> <p>Proof of vehicle registration or lease agreement in case of leased vehicles</p>	<p>10</p>	
<p>6. LOCAL EMPLOYMENT</p>			
<p>Bearing in mind the locality of the ORTIA SEZ operations - Bidder to demonstrate how they will ensure the employment of the local community: i.e. Ekurhuleni Metro.</p> <ul style="list-style-type: none"> ○ Provision of employment of 5 to 10 security guards from local community = 10 points ○ Provision of employment of 1 to 5 security guards from local community = 5 points ○ No plan submitted to provide employment to local community = 0 points 	<p>Bidder to submit proposed employment plan with security gradings</p> <p>NB: The submitted plan will be incorporated into the contracting condition if the bidder is successful & will be held accountable to deliver as per submitted plan</p>	<p>10</p>	
<p>Total Functionality / Quality</p>		<p>100</p>	
<p>NB: The bidder should achieve a minimum score of 70 points under functionality to be able to be evaluated further on pricing & BBBEE as per preferential system</p>		<p>70</p>	

PLEASE NOTE: The minimum threshold points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria.

Contact Person

NO telephonic or any other form of communication relating to this bid will be permitted with any other GAUTENG IDZ member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders.

3rd Stage Price and BBBEE Evaluation Criteria

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

The Price and BBBEE will be evaluated as per 80/20 preference point system

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.
- **NB: A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**

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
 - 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 proprietor 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

SECURITY EQUIPMENT		FOR THE PERIOD - DEC 21 TO MAR 2022 (3 MONTHS)		FY 2021/22 * 12 months (1 April 2022 to 31 March 2023)			FY 2022/23 * 12 months (1 April 2023 to 31 December 2023)						
		DESCRIPTION	QTY	PRICE PER UNIT	TOTAL PRICE PER MONTH	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM		
	LM6 Assault Rifles	5											
	9mm Pistol	3											
	Guard Hut (Temporary)	1											
	Double Cab 4x4 A/T (B6 level armouring 4000km included per month (R4.50 per km in excess)	1											
	Safeploy Hardware at reception	1											
	PTT Two-Way Radios (with earpieces for confidentiality and noise reduction for none disturbance to staff)	15											
	Patrolling Unit	4											
	K9 (Nightshift only incl. K9 kennel, vet, food, grooming)	1											
	Pepper Spray	13											
	Battery operated/Rechargeable handheld torches	8											
	Batons	13											
	Handcuffs	13											
	Reflector Vests	26											
TOTAL SECURITY EQUIPMENT (excl. VAT)													
CONSOLIDATED COST <i>(Cost Driver)</i>		FOR THE PERIOD - DEC 21 TO MAR 2022 (3 MONTHS)		FY 2021/22 * 12 months (1 April 2022 to 31 March 2023)			FY 2022/23 * 12 months (1 April 2023 to 31 December 2023)						
		PRICE PER UNIT	TOTAL PRICE PER MONTH	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM				
	Manpower												
	Security Equipment												
	Total Price Manpower plus Security Equipment (excl. VAT)												
	VAT at 15%												
	Total Price (incl. VAT)												

Table B: Labour and Security Equipment Cost: ORTIA SEZ Precinct 2

THIS COSTING MODEL MUST NOT BE MODIFIED, AND IF RETYPED, ALL LINE ITEMS TO BE LISTED AS STATED BELOW.

CLIENT		Gauteng IDZ													
SITE NAME		ORTIA SEZ PRECINCT 2													
PROPOSAL SUBMITTED		[INSERT DATE]													
PROPOSAL DESCRIPTION		Manpower Provision													
MANPOWER				FOR THE PERIOD -DEC 21 TO MAR 2022 (3 MONTHS)				FY 2021/22 * 12 months (1 April 2022 to 31 March 2023)				FY 2022/23 * 12 months (1 April 2023 to 31 December 2023)			
Resource PSIRA Grade	DAY SHIFT/ NIGHT SHIFT	QTY	SHIFT	Installation of the clear-view fence has been completed.	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM		
Grade C	06h00-18h00	3	Monday-Sunday												
Grade C	18h00-06h00	3	Monday-Sunday												
TOTAL MANPOWER PRICE PER MONTH (excl. VAT)															
SECURITY EQUIPMENT					PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM		
DESCRIPTION		QTY													
Guard Hut		2													
PTT Two-way Radios		3													
Patrol Vehicle		1													
K9 (Nightshift only incl. K9 kennel, vet, food, grooming)		1													
Pepper Spray		3													
Batons		3													
Set of Handcuffs		2													
Occurrence Book		1													
Portable Toilet		1													
Battery operated/Rechargeable handheld torches		4													
Reflector Jackets		6													
TOTAL SECURITY EQUIPMENT (excl. VAT)															
CONSOLIDATED COST (Cost Driver)					PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM	PRICE PER UNIT	TOTAL PRICE PER MONTH	TOTAL PRICE PER ANNUM		
Manpower															
Security Equipment															
Total Price Manpower plus Security Equipment (excl. VAT)															
VAT at 15%															
Total Price (incl. VAT)															

Note: The Security fee must be inclusive of all costs associated with rendering the service i.e. officers' salary (incl. Public Holiday Rates etc.), relievers, Provident Fund, UIF training, transport, uniform, shift allowance and comply with all relevant guidelines as provided by PSIRA etc.

Table B: Total Bid Price

Sub-total (ORTIA SEZ Precinct 1) VAT Excl.	
Sub-total (ORTIA SEZ Precinct 1) VAT Incl.	
Sub-total (ORTIA SEZ Precinct 2) VAT Excl.	
Sub-total (ORTIA SEZ Precinct 2) VAT Incl.	
Total Bid Price VAT Excl. (ORTIA SEZ Precinct 1)	
Total Bid Price VAT Incl. (ORTIA SEZ Precinct 2)	

NB: All rates quoted must comply to PRISA

PART B

DECLARATION OF

INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of 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, shareholder²):

2.4 Company Registration Number:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“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.

²“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 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.

Bid Number _____	Closing Date _____
Name of Bidder _____	
Postal Address _____ _____	
Signature _____	Name _____ Date _____

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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. 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, www.treasury.gov.za , 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 consortium³ 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.

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

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

Signature	Date
Position	Name of Bidder

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 favourable 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 favourable 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.

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.

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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

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 wilful 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

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010