

BID ADVERTISEMENT FORM

Bid description	Appointment of the Qualified Aviation Security Company to Provide Aviation Security Services for GD Montshioa Airport and Pilanesburg International Airport For Departmental Facilities for a period of Five (5) years For The Department of Community Safety and Transport Management										
Bid number	CS&TM 04/21/22										
Name of institution	Department of Community Safety and Transport Management										
The place where goods, works or services are required	GD Montshioa Airport and Pilanesburg Airport										
Closing date and time	Date	2	4	0	5	2	0	2	1	Time	11:00
Contact details	Postal address										
	Physical address		Department of Community Safety and Transport Management Safety House 31 -34 Molopo Road Security Check Point (Main Entrance) Mahikeng								
	Tel		018 200 8084/018 200 8416/ 018 200 8139								
	Fax										
	email		LJojaki@nwpg.gov.za / LLMotlhamme@nwpg.gov.za Obaikgaki@nwpg.gov.za								
	Contact person		Mr M Mojaki / Ms L Motlhamme: Bid document Mr O Baikgaki: For Specification								
Where bids can be collected	Tirelo Building Office No 35 – Acquisition Management										
Where bids should be delivered	Department of Community Safety and Transport Management Safety House 31 -34 Molopo Road Security Check Point (Main Entrance) Mahikeng										
Category (refer to annexure A)	General										
Sector	Government										
Region	North West Province										
Compulsory briefing session/site visit	Date	No Compulsory Briefing in line with National Treasury Instruction Note 5 of 2020/21 and Disaster Management Act regulating COVID 19									



dcstm

Department:
Community Safety and Transport Management
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

TRANSPORT OPERATIONS

Ref : *CS7M 04/21/22*
Date : *20/04/2021*

INVITATION TO BID

APPOINTMENT OF THE QUALIFIED AVIATION SECURITY COMPANY TO PROVIDE AVIATION SECURITY SERVICES FOR GD MONTSHIOA AIRPORT AND PILANESBERG INTERNATIONAL AIRPORT OF THE DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT IN THE NORTH WEST PROVINCE FOR A PERIOD OF FIVE (5) YEARS.

DATE ISSUED: *20/04/2021*

CLOSING DATE: *24/05/2021*

TENDER BOX

DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT
SAFETY HOUSE, 31-34 MOLOPO ROAD, (MAIN ENTRANCE)
SECURITY CHECK POINT
MAHIKENG

Name of bidder		Bidder VAT registered? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Total bid price including VAT: (brought forward from SBD 3.1)		

MR. SIPHO MADUMA
DIRECTOR: SUPPLY CHAIN MANAGEMENT

20/04/2021
DATE

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1. INTRODUCTION

The Department of Community Safety and Transport Management invites bids for the appointment of the qualified service provider to render aviation security services at the two provincial airports (GD Montshioa and Pilanesberg International) for a period of five (5) years.

2. BRIEFING SESSION

There shall be **no compulsory briefing session** due to state of emergency that was pronounced by the President of South Africa on the 15th March 2020. National Treasury issued instruction note no 5 of 2020/21 for Public Financial Management Act, to address emergency Procurement strategy as per 6.1.3 and 6.1.4 on tender briefing session

Any questions related to this BID should be directed via email to Mr M.L. Mojaki and Lebogang Motlhamme at LMojaki@nwpg.gov.za and or LMotlhamme@nwpg.gov.za (for bid document) or Mr O.A. Baikgaki at OBaikgaki@nwpg.gov.za (for clarity on specification). The email will be registered and form part of schedule of questions and answers to be uploaded on the Departmental website. The purpose will be to explain the requirements of the bid and completion of bid forms.

3. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period is five (5) years

4. TIMELINE OF THE BID PROCESS

The validity period is 90 days after closing of the bid. The project timeframes of this bid are set out below:

Activity	Date due
Advertisement of the bid in the: - Government Tender Bulletin; and - National Treasury Tender Portal	23/04/2021
Distribution of bid documents on the departmental website	20/04/2021
Compulsory briefing session	Not applicable
Bid closing date	24/05/2021
Notice to bidder(s)	*

***Dates subject to change.**

All times in this bid are South African Standard Time. Any time or date in this bid is subject to change at the Department's sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of the department to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accepts that, if the Department extends the deadline (the closing

right in any way for any bidder to demand that any action be taken on the date established. The bidders accepts that, if the Department extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. CENTRAL SUPPLIER DATABASE [CSD]

- 5.1 Bidders must be registered as a service provider on the Central Supplier Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.
- 5.2 Bidders are also required to submit their CSD Registration "Summary Report".
- 5.3 Bidders must ensure that their tax information on Central Supplier Database [CSD] is in good standing and submit a Valid Tax Clearance Certificate or valid tax compliance status pin.
- 5.4 Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

6. INSTRUCTION TO BIDDERS

- 6.1 Bids must be properly packaged, clearly marked as **CSTM 04/21/22** and deposited in the tender box on or before the closing date and time at the Department of Community Safety and Transport Management, situated at: -

Physical address

Department of Community Safety and Transport Management

Safety House, 31-34 Molopo Road, (Main Entrance)

Security Check Point

Mahikeng

- 6.2 Bid documents will only be considered if received by the Department before the closing date **24/05/2021** and time **11h00**
- 6.3 Late bids will not be accepted.
- 6.4 The Department of Community Safety and Transport Management reserves the right to award the bid in whole or in part and does not bind itself to accept the lowest or any bid.

APPOINTMENT OF THE SERVICE PROVIDER TO PROVIDE AVIATION SCREENING SERVICES FOR THE DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT (GD MONTSHIOA AND PILANESBERG INTERNATIONAL AIRPORT) FOR A PERIOD OF FIVE (5) YEARS.



7. CONTACT DETAILS

For more detailed information regarding the bid procedure and specifications please contact the following:

Contact Persons:

Bid document: Mr M. Mojaki and or Ms Lebogang Motlhamme at 018 200 8085 / 8416 - LMojaki@nwpg.gov.za and or LMotlhamme@nwpg.gov.za

Specification: Mr. O.A. Baikgaki – 018 200 8057/8139 - OBaikgaki@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

8. DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- Bid Submission Checklist (Sections 1, 2 and 3)

SECTION 1

Special Conditions of Contract (SCC)

- Portion of tender must be applied to achieve identified targets in PPPFA, being:
 - Redressing skewed business ownership patterns along gender and racial lines (through local electronic and print media houses)
 - Company must ensure that it employs local people with minimum of matric (grade 12) and relevant security qualifications.
- The applicant must be registered and active on the Central Supplier Database (CSD)
- The successful bidder must be PSIRA accredited
- The bidder must be SACAA accredited (Registered as Screener Organisation)
- The bidder must be SACAA compliant at all times.
- Organisational details as per 110.03.10(1)
- Organisational structure as per 110.03.1(3) (1)
- Attach Proof of Qualification for Security manager, Compliance manager and Supervisors
- The bidder must be Aviation inclined and be well conversant with Aviation activities.
- The bidder must have a full comprehensive Insurance cover (Liability Cover of over R 5 million) within 30 days after award.
- The successful bidder will have to undergo background and security checks.
- Adherence to all specification and legal requirements to the bid and on the Invitation to Bid
- The bidder must ensure that the company operating office is established within 40 KM to the two airport (s) bidding for, within a period of three (3) months.

- The bidder must submit the risk management plan within three (3) months after the award.
- Relevant Security experience with contactable references on client letterhead, indicating period and value of the project signed by the Director or equivalent Executive of Client (Relevant means experience in the field of services tendered).
- Proof of company registration with SACAA as per Part 92 & Part 109 accredited training organisation (ASTO) or written proof of agreement or MOU with a SACAA accredited Training Organisation within three (3) months after the award. Training system must provide for current and recurrent training scheduling and verification of status of staff before deployment.
- Proof of organisational ability to provide alarm/panic system linked to the control and or response unit in line with National Civil Aviation Security Programme (NCASP).

SECTION 2

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.2)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (SBD 6.1)
- ❖ Declaration of Bidder's past SCM Practices (SBD 8)
- ❖ Certificate of Independent Bid Determination (SBD 9)

Hard copy and the soft copy of the entire tender document including returnable documents saved in the Compact Disk or Memory Stick, clearly marked with the Bidder's company name and bid number (Failure to submit the compact disk will result in a disqualification)

SECTION 3

- ❖ General Conditions of Contract (GCC)

9. EVALUATION CRITERIA

Bids will be evaluated on functionality first before being evaluated on 90/10 and bidders which do not reach the set functionality threshold of 70 points will be disqualified and not be evaluated further on price and BBBEE points.

Evaluation Criteria	Weighting
Price	90
BBBEE Points	10

PHASE 1 - Legal, administrative and technical requirements

- Proof of residential address – (Municipality account, letter from local municipality, letter of tribal authority or rental / lease agreement).
- Originally Certified Identification copy/ies of company directors.
- Company's registration, CK document.
- Valid and Original Tax Clearance Certificate / Tax Compliance Status Pin.
- CSD Registration number.
- Original BBBEE Certificate or originally certified copy / B-BBEE Status Level Sworn Affidavit.
- Current and Valid Copy of AVSEC Screener Organisation Certificate accreditation (Full or Conditional).
- Certified Current and Valid copy of company PSIRA Certificate.
- Certified copy of Letter of Good standing with PSIRA, not older than three (3) months.
- Certified copy of Letter of Good standing with Compensation Commission, not older than three (3) months.
- Certified copies of current PSIRA Certificate for all employees.
- Certified copy of Director's PSIRA Certificate (minimum Grade B).

N.B. Failure to submit the aforementioned documents, except for BBBEE certificate will render the bidder disqualified to be evaluated further.



Part 2 - Functionality Evaluation Criteria

Function	Weight	Score
1 Bidder to submit Comprehensive Project Implementation Plan and logistical capabilities to include: <ul style="list-style-type: none"> a) Provision of AVSEC Qualified Key Personnel (Attach Proof) (15) <ul style="list-style-type: none"> • Site/Operation Manager - AVSEC Level 3 (05) • Supervisor – AVSEC Level 2 (05) • Quality Official – AVSEC Level 2 (05) b) Staff Recruitment & Selection Plan in line with Part 110 <ul style="list-style-type: none"> • Yes (10) • No (00) c) Training Plan in line with Part 110 <ul style="list-style-type: none"> • Yes (10) • No (00) 	35	
2 Company Aviation Security Experience (Attached proof) <ul style="list-style-type: none"> • 10 Years and above (35) • 6 - 9 Years (30) • 3 - 5 Years (20) • 1 – 2 Years (10) • 0 – 11 months (05) 	35	
3 Financial Capacity (3 months Bank Rating Letter) <ul style="list-style-type: none"> Rating A (30) Rating B (20) Rating C (10) 	30	
Total	100	

Note: Bidders must score a minimum of **70 points** out of **100** for functionality to be considered for further evaluation stage.

PHASE 3: Site Inspection Evaluation Criteria

No	Function	Weight	Score
1.	Security Control Room and Guard Monitoring System <ul style="list-style-type: none"> a) Fully functional and equipped control room with the following: <ul style="list-style-type: none"> • Communications tool (base radio, two way radio, telephone/ 	60	

	<p>cellphone) that covers minimum of 300 km radius and panic system (30)</p> <ul style="list-style-type: none"> • Communications tool (base radio, two way radio, telephone/ cellphone) that covers minimum of 300 km radius only (15) • Panic system only (15) • None (00) <p>b) Have capacity to record and maintain records of all events/incidents handled.</p> <p>Electronic Log and Manual (20)</p> <p>Electronic Log only (10)</p> <p>Manual only (10)</p> <p>None (00)</p> <p>c) Must have written SOP's and response procedure available and displayed</p> <p>Available and displayed (10)</p> <p>Available, not displayed (05)</p> <p>None (00)</p>		
2.	<p>Company Uniforms</p> <p>The company branded Uniform (formal dress) (20)</p> <p>Company uniform not branded (10)</p> <p>No company uniform at all (00)</p>	20	
3.	<p>Bidders to provide confirmation for the provision of vehicles required for the execution of the service</p> <p>a) Minimum vehicles as per specification (2) or more at no costs for additional vehicles (20)</p> <p>b) Half of the required vehicle as per the specification (1) (10)</p> <p>c) No Vehicles (00)</p>	20	

Note: Bidders must score a minimum of **70 points** out of **100** for Site Inspection

10. BID SUBMISSION CHECKLIST [CHECK WHETHER ALL RETURNABLES ARE INCLUDED ON THIS CHECKLIST]

- All the relevant forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official.
- Use of tippex and pencil in the bid document are not allowed.
- Where cancellation has been made, bidders should endorse with a signatures.

Bidders are required to complete the following checklist and to submit it with their bids:
Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK ✓ IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Declaration Of Interest		
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017		
SBD 8	Bidders Past Supply Chain Practices		
SBD 9	Certificate of Independent Bid Determination		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	Proof of residential address-(municipality account required; Municipal Clearance certificate or rental agreement)		
4.2	Original stamped certified ID copies of shareholders/Directors/Members		
4.3	Company's registration, CK document		
4.4	Valid and certified copy of company registration with PSIRA		
4.5	Valid and certified copy of Letter of Good Standing with PSIRA.		
4.6	Valid and certified copy of Confirmation Letter from the Provident Fund.		
4.7.	Valid and original Tax Clearance Certificate/ Tax Compliance Status Pin		
4.8	CSD Registration number (Summary Report)		
4.9	SACAA Registration Certificate as Screener Organisation		
4.10	Proof of alarm/panic system linked to the control and or		

	response unit		
4.11	Proof of company registration with SACAA as Part 92 & Part 109 accredited training organization (ASTO) or written proof of agreement or MOU with a SACAA accredited Training Organization.		

11. SCOPE OF WORK

11.1 Problem Statement

The Department of Community Safety and Transport Management is operating two provincial airports, which are GD Montshioa and Pilanesberg International airport located in Mahikeng and Pilanesberg areas of the North West Province, respectively. The Department is therefore responsible for ensuring safety and security at these airports in line with Legislative requirements (South African Civil Aviation Authority (Act 03 of 2009), National Key Point Act, 1980, (Act No. 102 of 1980)

Both Best Security Services (Pty) Ltd has been appointed on a five (5) months contract to render aviation security and accordingly the contract shall expire after five months which calls for the appointment of Service Provider (s) to render aviation security service at the two airports for a longer duration (5 years).

In similar vein, the security services at airports must be of high level which require suitable, qualified and experienced aviation Security Company which are adequately competent and above PSIRA level of requirements. Again, the airports security is highly regulated by the National Civil Aviation Security Programme (NCASP) in line with International Civil Aviation Organisation (ICAO) prescripts and South African Civil Aviation Authority (SACAA) security program.

The specifications for both Airports are compiled with inputs from all managers responsible which are attached for easy of reference. The awarding of this tender will afford the Department an opportunity to ensure monitoring and oversight to security operations at the airports as well as compliance to South African Civil Aviation Authority regulation pertaining to airports as well as compliance by Service provider.

11.2. Statement of Work

To appoint the qualified aviation security company (s) that is accredited as screener organisation to provide services at the two provincial airports of the Department of Community Safety and Transport Management in the North West Province, for a period of five (5) years as per Annexure A and Annexure B of this bid.





dcstm

Department:
Community Safety and Transport Management
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



TRANSPORT OPERATIONS

ANNEXURE A

THE SPECIFICATION ON AVIATION SECURITY SERVICES TO BE RENDERED AT GD MONTSHIOA AIRPORT

SITE MANAGEMENT					
SHIFT	MANPOWER	EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT
Day	1 x Security Manager	<ul style="list-style-type: none"> → Desk Top Computer or Laptop → Cellular phone → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 3 - AVSEC Training, PSIRA Grade A → DGR Cat 12 or equivalent 	<ul style="list-style-type: none"> → Managing personnel and liaising with Airport Authority and Head Office on all matters pertaining to security at the airport. → Investigate cases of concern and give written reports 	
	1 x Security Supervisor	<ul style="list-style-type: none"> → Cellular phone → Two way radio → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 3 - AVSEC Training, PSIRA Grade A → DGR Cat 12 or equivalent 	<ul style="list-style-type: none"> → Managing personnel and liaising with Airport Authority and Head Office on all matters pertaining to security at the airport. → Investigate cases of concern and give written reports 	
	1 x Security Supervisor	<ul style="list-style-type: none"> → Cellular Phone → Two Way Radio 	<ul style="list-style-type: none"> → Level 2- AVSEC Training, 	<ul style="list-style-type: none"> → Supervising shift in accordance with the required legislation 	

		<ul style="list-style-type: none"> → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → PSIRA Grade B, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 		
MAIN GATE					
SHIFT		EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT
Day	2 x Grade C Security Officers,	<ul style="list-style-type: none"> → Two Way Radio, → Occurrence Book, → Rechargeable LED torch, → hand cuffs, → Vehicle Search Mirror, → Visitors register, → Company branded reflector jackets, → Pocket Book → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Control entry and or egress at the main entrance to the terminal building. → Keep entry and departure control register and keep records available at all times. → Give directions to visitors at all times → Monitor all movements in and around the main terminal building and patrol the entire Airport premises at all times. → Patrol the parking lot and front area of the Airport, including the loading and offloading bay. → Communicate with Airport management in cases of emergency. 	

Night	2 x Grade C Security Officers,	<ul style="list-style-type: none"> → Two Way Radio, Occurrence Book, Rechargeable LED torch, → hand cuffs, baton → Vehicle Search Mirror, → Visitors register, → Company branded reflector jackets, → Pocket Book → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Control entry and or egress at the main entrance to the terminal building. → Keep entry and departure control register and keep records available at all times. → Give directions to visitors at all times → Monitor all movements in and around the main terminal building and patrol the entire Airport premises at all times. → Patrol the parking lot and front area of the Airport, including the loading and offloading bay. → Communicate with Airport management in cases of emergency. 	
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MAIN BUILDING- DEPARTURES

SHIFT	MANPOWER	EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT
	6 x CSP, 3x HBS, Total: 09x Grade C Sec. Officers	<ul style="list-style-type: none"> → Two Way Radio, → Occurrence Book, → Rechargeable LED torch, → Hand Cuffs, → Company Branded Reflector Jackets, 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Use technical and other means to detect weapons, explosives and prohibited/dangerous items/articles which could be used to commit acts of unlawful interference → Ensure safety of passengers' baggage. → Test all X-ray machine scanners to ensure 	



Day	Pocket Book, → Rotation Register, → Baggage/Passenger Reconciliation Book, → Machine Test Register → Baton → 4 x Pepper spray → 2X Fire-Arms	Customer Training	Service	that they are in good order. → Report malfunctions on X-ray machines to the airport management. → Ensure that all passengers / visitors entering and leaving the area are properly screened. → Ensure that all persons entering the area are in possession of the relevant access permit. → Conduct continuous search on parcel, packets, and luggage.
Night	→ Two Way Radio, → Occurrence Book, → Rechargeable LED torch, → Hand Cuffs, → Company Branded Reflector Jackets, → Pocket Book, → Rotation Register, → Baggage/Passenger Reconciliation Book, → Machine Test Register → Baton → 4 x Pepper spray	→ Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training		→ Use technical and other means to detect weapons, explosives and prohibited/dangerous items/articles which could be used to commit acts of unlawful interference → Ensure safety of passengers' baggage. → Test all X-ray machine scanners to ensure that they are in good order. → Report malfunctions on X-ray machines to the airport management. → Ensure that all passengers / visitors entering and leaving the area are properly screened. → Ensure that all persons entering the area are in possession of the relevant access permit. → Conduct continuous search on parcel,

	→ 2 x Fire-Arm			packets, and luggage.	
ARRIVAL HALL					
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Flight and Arriving Passenger Register → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the airport → Ensure that all persons entering the area are in possession of the relevant access permit. → Ensure that no person enters the airside area through the arrival doors → Control Access for personnel entering the international arrival hall 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Flight and Arriving Passenger Register → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the airport → Ensure that all persons entering the area are in possession of the relevant access permit. → Ensure that no person enters the airside area through the arrival doors → Control Access for personnel entering the international arrival hall 	

AIRBASE MAIN GATE					AMOUNT
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Visitors Register → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification. 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the Admin Offices, → Ensure that all persons entering the area are in possession of the relevant access permission. → Liaise with the relevant person being visited to establish if they are expecting such visit. 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Visitors Register → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification. 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the Admin Offices, → Ensure that all persons entering the area are in possession of the relevant access permission. → Liaise with the relevant person being visited to establish if they are expecting such visit 	

TJF

FUEL FARM					AMOUNT
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Patrol System → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Monitor and checking that vehicles and equipment are not parked within 3m from the perimeter fence. → Reporting of faults in the perimeter fence immediately to the airport Management. → Car parking patrols 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Patrol System → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Monitor and checking that vehicles and equipment are not parked within 3m from the perimeter fence. → Reporting of faults in the perimeter fence immediately to the airport Management. → Car parking patrols 	

CARGO GATE

SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Receive and Direct calls to the relevant department or office. → Give appropriate information to the airport users. → Monitor departure terminal for any suspicious behaviour 	
Night	02x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Baton → Pepper spray → Fire-Arm 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Receive and Direct calls to the relevant department or office. → Give appropriate information to the airport users. → Monitor departure terminal for any suspicious behavior 	

PERIMETER FENCE AND LANDSIDE

SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → 4x4 Vehicle fitted with rotating beacon light and Base Radio; → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED light) → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Check the following during the perimeter patrol → Trespassers → Animals → Holes on fence → Monitor and checking of disturbances on the runway, arrest trespassers and send away animals. → Reporting of faults in the perimeter fence immediately to the airport Management. 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → 4x4 Vehicle fitted with rotating beacon light and Base Radio; → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED) → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → Customer Service Training → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Check the following during the perimeter patrol → Trespassers → Animals → Holes on fence → Monitor and checking of disturbances on the runway, arrest trespassers and send away animals. → Reporting of faults in the perimeter fence immediately to the airport Management. 	

MF

VIP EXIT GATE								

SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED) → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<p>Check the following during the perimeter patrol:</p> <ul style="list-style-type: none"> → Control access to permit holders. Boarding pass, SACAA permit, passenger flight manifest, crew card and temporary permits → Prevent unauthorized access into the security sterile area and detection of dangerous articles and substances which may be used to commit acts of unlawful interference. 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED) → Baton → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<p>Check the following during the perimeter patrol</p> <ul style="list-style-type: none"> → Control access to permit holders. Boarding pass, SACAA permit, passenger flight manifest, crew card and temporary permits → Prevent unauthorized access into the security sterile area and detection of dangerous articles and substances which may be used to commit acts of unlawful interference. 	
TOTAL	49				

N.B. The numbers above are subject to change at any time at its discretion of the Department

ANNEXURE B

THE SPECIFICATION ON AVIATION SECURITY SERVICES TO BE RENDERED AT PILANESBERG INTERNATIONAL AIRPORT

SITE MANAGEMENT					
SHIFT	MANPOWER	EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT
Day	1 x Security Manager	<ul style="list-style-type: none"> → Desk Top Computer or Laptop → Cellular phone → Pepper spray 	<ul style="list-style-type: none"> → Level 3 - AVSEC Training, PSIRA Grade A → DGR Cat 12 → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Managing personnel and liaising with Airport Authority and Head Office on all matters pertaining to security at the airport. → Investigate cases of concern and give written reports 	
	1 x Security Supervisor	<ul style="list-style-type: none"> → Cellular Phone → Two Way Radio → Level 1 - AVSEC Training, Pepper spray 	<ul style="list-style-type: none"> → Level 2 - AVSEC Training, PSIRA Grade B, DGR Cat 12, CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Supervising shift in accordance with the required legislation 	

MAIN GATE

SHIFT	MANPOWER	EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT
Day	2 x Grade C Security Officers,	<ul style="list-style-type: none"> → Two Way Radio, Occurrence Book, Rechargeable LED torch, → Hand cuffs, baton → Vehicle Search Mirror, → Visitors 's register, → Company branded reflector jackets, → Pocket Book → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Control entry and or egress at the main entrance to the terminal building. → Keep entry and departure control register and keep records available at all times. → Give directions to visitors at all times → Monitor all movements in and around the main terminal building and patrol the entire Airport premises at all times. → Patrol the parking lot and front area of the Airport, including the loading and offloading bay. → Communicate with Airport management in cases of emergency. 	
Night	1 x Grade C Security Officers,	<ul style="list-style-type: none"> → Two Way Radio, Occurrence Book, Rechargeable LED torch, → hand cuffs, baton → Vehicle Search Mirror, → Visitors register, 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification 	<ul style="list-style-type: none"> → Control entry and or egress at the main entrance to the terminal building. → Keep entry and departure control register and keep records available at all times. → Give directions to visitors at all times → Monitor all movements in and around the main 	



		<ul style="list-style-type: none"> → Company branded reflector jackets, → Pocket Book → Pepper spray 	<ul style="list-style-type: none"> → Customer Training 	<ul style="list-style-type: none"> → Service 	<ul style="list-style-type: none"> → terminal building and patrol the entire Airport premises at all times. → Patrol the parking lot and front area of the Airport, including the loading and offloading bay. → Communicate with Airport management in cases of emergency. 	
MAIN BUILDING- DEPARTURES						
SHIFT	MANPOWER	EQUIPMENT	REQUIREMENTS	KEY TASKS	AMOUNT	
Day	<ul style="list-style-type: none"> 6 x CSP, 3 x HBS, Form CSP and HBS 1x gate Total: 09 x Grade C Sec. Officers 	<ul style="list-style-type: none"> → Two Way Radio, → Occurrence Book, → Rechargeable LED torch, → Hand Cuffs, → Vehicle Search Mirror, → Visitors Register, → Company Branded Reflector Jackets, → Pocket Book, → Rotation Register, → Baggage/Passenger Reconciliation Book, 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener → Certification → Customer Service Training 	<ul style="list-style-type: none"> → Use technical and other means to detect weapons, explosives and prohibited/dangerous items/articles which could be used to commit acts of unlawful interference → Ensure safety of passengers' baggage. → Test all X-ray machine scanners to ensure that they are in good order. → Report malfunctions on X-ray machines to the airport management. → Ensure that all passengers / visitors entering and leaving the area are properly screened. → Ensure that all persons entering the area are in possession of the relevant access permit. → Conduct continuous search on parcel, packets, and luggage. 		

		<ul style="list-style-type: none"> → Machine Test Register → 3 X pepper spray 			
Night	<p>3 x CSP, 1 x HBS, 0 x Gate 1</p> <p>Total: 04 x Grade C Sec. Officers</p>	<ul style="list-style-type: none"> → Two Way Radio, → Occurrence Book, → Rechargeable LED torch, → Hand Cuffs, baton → Vehicle Search Mirror, → Visitors Register, → Company Branded Reflector Jackets, → Pocket Book, → Rotation Register, → Baggage/Passenger Reconciliation Book, → Machine Test Register → 3 X Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Use technical and other means to detect weapons, explosives and prohibited/dangerous items/articles which could be used to commit acts of unlawful interference → Ensure safety of passengers' baggage. → Test all X-ray machine scanners to ensure that they are in good order. → Report malfunctions on X-ray machines to the airport management. → Ensure that all passengers / visitors entering and leaving the area are properly screened. → Ensure that all persons entering the area are in possession of the relevant access permit. → Conduct continuous search on parcel, packets, and luggage. 	

ARRIVAL HALL

SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Flight and Arriving Passenger Register → Pepper spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the airport → Ensure that all persons entering the area are in possession of the relevant access permit. → Ensure that no person enters the airside area through the arrival doors → Control Access for personnel entering the international arrival hall 	

ADMINISTRATION OFFICE

SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Visitors Register → Pepper Spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the Admin Offices, → Ensure that all persons entering the area are in possession of the relevant access permission. → Liaise with the relevant person being visited to establish if they are expecting such visit 	

		Screener Certification		
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	AMOUNT
Night	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Visitors Register → Baton 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Customer relations to all persons entering and leaving the Admin Offices, → Ensure that all persons entering the area are in possession of the relevant access permission. → Liaise with the relevant person being visited to establish if they are expecting such visit
LANDSIDE AND PARKING PROTECTION				

Day	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Patrol System → Baton → Pepper Spray 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 → Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Monitor and checking that vehicles and equipment are not parked within 3m from the perimeter fence. → Reporting of faults in the perimeter fence immediately to the airport Management. → Car parking patrols 	
Night	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Patrol System → Pepper Spray → Baton 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12, → CARs Part 110 → Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Monitor and checking that vehicles and equipment are not parked within 3m from the perimeter fence. → Reporting of faults in the perimeter fence immediately to the airport Management. → Car parking patrols 	
RECEPTION					
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT

Day	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Pepper Spray → Baton 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Receive and Direct calls to the relevant department or office. → Give appropriate information to the airport users. → Monitor departure terminal for any suspicious behaviour 	
Night	01 x Grade C Security Officers	<ul style="list-style-type: none"> → Two-Way Radio → Occurrence Book → Pocket Book → Pepper Spray → Baton 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener Certification → Customer Service Training 	<ul style="list-style-type: none"> → Receive and Direct calls to the relevant department or office. → Give appropriate information to the airport users. → Monitor departure terminal for any suspicious behaviour 	



PERIMETER FENCE AND LANDSIDE					
SHIFT	MANPOWER	EQUIPMENTS	REQUIREMENTS	KEY TASKS	AMOUNT
Day	02 x Grade C Security Officers	<ul style="list-style-type: none"> → 4x4 or 4x2 Diff-lock Vehicle fitted with rotating beacon light and Base Radio; → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED light) 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener → Certification → Customer Service Training 	<ul style="list-style-type: none"> → Check the following during the perimeter patrol → Trespassers → Animals → Holes on fence → Monitor and checking of disturbances on the runway, arrest trespassers and send away animals. → Reporting of faults in the perimeter fence immediately to the airport Management. 	
Night	02 x Grade C Security Officers	<ul style="list-style-type: none"> → 4x4 or 4x2 Diff-lock Vehicle fitted with rotating beacon light and Base Radio; → Two-Way Radio; → Occurrence Book → Pocket Book → Spot light (LED light) 	<ul style="list-style-type: none"> → Level 1 - AVSEC Training, → PSIRA Grade C, → DGR Cat 12 or equivalent, → CARs Part 110 Screener → Certification → Customer Service Training 	<ul style="list-style-type: none"> → Check the following during the perimeter patrol → Trespassers → Animals → Holes on fence → Monitor and checking of disturbances on the runway, arrest trespassers and send away animals. → Reporting of faults in the perimeter fence immediately to the airport Management. 	

TOTAL	32			
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NB. The above figures are based on the current operations, the Department has reserves the right to increase or decrease this number based on its own discretion.



11. SECTION A

11. SPECIAL REQUIREMENTS AND CONDITIONS OF BID

Bidders should adhere to the special conditions as stated in the document

11.1 PRE-QUALIFICATION CRITERIA

Not Applicable

11.2 TECHNICAL REQUIREMENTS

Bidders shall include with their bid a relevant certificate of compliance as required by SACAA and PSIRA

Bidders must submit the certificate of qualifications for all key stakeholders

Bidders that do not meet pre-qualification criteria stipulated above will be disqualified from further evaluation

11.3. CONTRACT PERIOD

- The offer must be for a period of five (5) years.

11.4 APPOINTMENT

11.4.1 SERVICE PROVIDER

11.4.1.1 The successful service provider will receive the official appointment letter order from the Department of Community Safety and Transport Management.

11.4.1.2 The service provider must sign the service level agreement with the Department within a period of 30 upon informed to do so by the department.

11.4.1.3 The services to be renders must be in accordance with specifications of the contract and per appointment letter as well as the service level agreement signed between two parties.

11.5 INFRASTRUCTURE

11.5.1. Bidders must demonstrate the ability, capacity and knowledge to carry out the aviation security services during side visit.

11.6 DELIVERY

11.6.1. Contracted service providers should deliver within 30 days after receipt of a formal communique from the Department and failure to do so may result in the review or cancellation of the contract.

11.6.2. All contracted services should be provided 24 hours seven days a week and in line with the SLA and Annexures.

11.7 RISK

- The two provincial airports are declared key points in terms of the Disaster Management Act and as a result should be kept safe at all times.
- Should the service be affected, the department may suffer from break-in and vandalism, which cost shall be recovered from the security company and this may also lead to cancellation of this contract.

11.8 PAYMENTS

11.8.1 Contracted service providers

Contracted service providers will lodge their payment claims from the Departments/Institution for service rendered within seven days after the month end. Payments will be effected upon receipt, verification and signed off of an original tax invoice by the Department.

11.9 BREACH OF CONTRACT

11.9.1. The Department, without prejudice to any other remedy for breach of 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 render the service within the period(s) specified in the contract, or within any extension thereof granted by the Department 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 Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

11.9.4. If a Department intends imposing a restriction on a 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 Department may regard the intended penalty as not objected against and may impose it on the service provider (s).

11.9.5. 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.

11.9.6. If a restriction is imposed, the Department 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 Department
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restrictions

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

11.9.7. 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.

11.9.8. Breaching the contract in terms of the specification, purchase order, the delivery period shall result in the cancellation of the contract. The designated service provider shall bear any difference in price of the said supplies and these amounts plus any other damages which may be suffered by the State shall be paid by the designated service provider to the State immediately on demand.

11.10 INSPECTIONS

- 11.11.1. Designated government officials will conduct inspections before the award of the contract.
- 11.11.2. After the award, regular inspections by the project manager and the SCM practitioner at site until the completion of the project shall be conducted.

11.12. REPORTING

The service provider shall do the overall monthly reporting to the project manager of the Department of Community Safety and Transport Management

The service provider shall provide services strictly in accordance with the specification as well as other relevant legislative provisions

The project manager or his delegate shall be directly responsible for monitoring all activities including the preparation of monitoring reports and their timeous submission to the department.

11.13. OBLIGATIONS

- 11.13.1. The Department is obliged to ensure that the contracted service providers render the service in line with specification within the specified period after award of the tender.
- 11.13.2. The contracted service providers are obliged to provide the Department with the delivery or programme of works schedules.
- 11.13.3. The Department to pay the contracted service provider within the stipulated 30 days period.
- 11.13.4. Default by either party (i.e. the contracted service provider or any government department) in terms of delivery, quality of products and payments must be reported within Seven (7) working days to the Provincial Supply Chain Management Office.
- 11.13.5. All parties are obliged to adhere to these Special Conditions of bids as stipulated in the attached bid forms and General Conditions of Contract.

11.14 SERVICE LEVEL AGREEMENT

- 11.14.1. The Department shall enter into a Service Level Agreement with contracted service providers. SLA will be signed by the department and the successful bidder.

11.14. INDUCTION

Bidders will be required to conduct training on the use of equipment to all the appointed control room officials and designated officials of the department. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the **90/10** preference point system and the lowest acceptable Total Cost of Ownership (TCO) tender will be used to determine the applicable preference point system.

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of either 20 or 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor 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

11.15. Bidders are required to complete the preference claim form (SBD 6.1) in order to claim the B-BBEE status level points.

11.16. Evaluation of trust, consortium, joint venture or partnership

- 11.16.1. A trust / consortium / joint venture / partnership must submit a signed agreement that clearly stipulates the % of ownership and address/place of business.
- 11.16.2. The agreement must clearly state participation of the several constituent person and/or companies and/or firms and the period of duration of the agreement.
- 11.16.3. A trust / consortium / joint venture / partnership must submit a certificate signed by or on behalf of each participating person and/or companies and/or firms authorizing the person who signed the bid to do so.
- 11.16.4 A trust / consortium / joint venture / partnership must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. Zero (0) points will be awarded if separate B-BBEE certificates are submitted.
- 11.16.5 In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate'.
- 11.16.6 Where a trust / consortium / joint venture / partnership are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.

11.17 PRICING

- 11.17.1. Bidders must complete pricing schedule form SBD 3.1 (Pricing schedule firm prices)
- 11.17.2. Bid prices should be inclusive of all applicable taxes, packaging, other related costs and deliveries.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT

BID NUMBER: _____ CLOSING DATE: _____ CLOSING TIME: _____

DESCRIPTION _____

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

SUPPLIER INFORMATION

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER _____ CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FACSIMILE NUMBER _____ CODE _____ NUMBER _____

E-MAIL ADDRESS _____

VAT REGISTRATION NUMBER _____

TAX COMPLIANCE STATUS TCS PIN: _____ OR CSD No: _____

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] Yes No B-BBEE STATUS LEVEL SWORN AFFIDAVIT Yes No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? Yes No [IF YES ENCLOSE PROOF] ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? Yes No [IF YES, ANSWER PART B:3]

TOTAL NUMBER OF ITEMS OFFERED _____ TOTAL BID PRICE R _____

SIGNATURE OF BIDDER _____ DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT _____ CONTACT PERSON _____

CONTACT PERSON _____ TELEPHONE NUMBER _____

TELEPHONE NUMBER _____ FACSIMILE NUMBER _____

FACSIMILE NUMBER _____ E-MAIL ADDRESS _____

E-MAIL ADDRESS _____

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

**NOTE: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

*Delete if not applicable

SBD 4

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

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:
.....
.....
.....

2.8 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**

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 **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

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

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 and 2.11.1 ABOVE IS CORRECT.
I ACCEPT THAT THE STATEMAY 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

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).

2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS	
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	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

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 *audialterampartem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)