social development
Department:
Social Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Provident House Building
Private Bag X 6
Mmabatho, 2735

FINANCIAL MANAGEMENT AND ADMINISTRATION

Tel: +27 (18) 388 – 2198
E-mail:EMoremi@nwpg.gov.za

INVITATION TO BID

BID REF. NO	NW/DSD/11(E)/2026
DESCRIPTION	PROVISION OF SECURITY GUARDING SERVICES IN THE NORTH WEST DEPARTMENT OF SOCIAL DEVELOPMENT AT DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF THIRTY SIX (36) MONTHS.
BRIEFING SESSION DATE	No Briefing Session
BID SUBMISSION ADDRESS	Tender box situated at Department of Social Development, Provident Building, First Floor, East wing, Supply Chain Management, University Drive, Mmabatho
BID CLOSING DATE	18 January 2027
BID CLOSING TIME	11h00 am
BID VALIDITY PERIOD	90 Days
BID INFORMATION	Bid can be obtained from the e-tender portal: www.etender.gov.za

Prospective Suppliers who are interested in participating in the aforementioned Bid are invited to submit their bids in full compliance to the requirements of this document. Completed, signed and clearly labelled bid sealed in an envelope must be submitted to the above mentioned address on or before closing date and time.

1. SCOPE OF WORK

The provision of security guarding services is required for a period of thirty six (36) months at the North- West Department of Social Development – Dr Kenneth Kaunda District. (Refer to Annexure A)

1.1 Provision of security guarding services for twenty-four (24) hour, seven (7) days a week including public holidays (24/7).

1.2 Protection of all Departmental properties.

2. LEGISLATIVE REQUIREMENTS

2.1 All the prescribed conditions as per the Basic Conditions of Employment Act 75 of 1997 and as set out by National Bargaining Council for the Private Security Sector must be adhered to e.g. minimum wage;

2.2 All the requirements as per Labour Relations Act no 66 of 1995

2.3 The Compensation for Occupational Injuries and Diseases Act no 130 of 1993;

2.4 Control of Access to Public Premises and Vehicles Act 53 of 1985

2.5 The Unemployment Insurance Contributions Act, No. 4 of 2002;

2.6 The Unemployment Insurance Act no 63 of 2001;

2.7 The requirements of Private Security Industry Regulatory Act (PSIRA) 56 of 2001;

2.8 The Occupational Health and Safety Act 85 of 1993;

2.9 Employment Services Act,4 of 2014

2.10 Employment Equity Act 55 of 1998

2.11 National Minimum Wage Act 9 of 2018

3. ACRONYMS AND DEFINITION OF CONCEPTS

3.1 ACRONYMS

CSD - Central Supplier Database

CIPC - Companies and Intellectual Property Commission

COIDA- Compensation of Occupational Injuries and Diseases

DSD - Department of Social Development

GCC - General Conditions of Contract

PPPFA - Preferential Procurement Policy Framework Act

PSIRA - Private Security Industry Regulatory Act

NBCPSS- National Bargaining Council for Private Security Sector

NWP - North -West Province

SABS - South African Bureau of Standards

SBD - Standard Bidding Document

SLA - Service Level Agreement

SMME - Small Medium & Macro Enterprises as per Small Business Act

VAT - Value Added Tax

4. PERIOD OF AGREEMENT

The agreement shall endure for a period of thirty-six (36) months from the first day of the month. Should the agreement be entered into, with the recommended service provider mid-month, commencement of the contract shall be on the first day of the following month.

5. DELIVERY ADDRESS

Refer to Annexure A

6. BID REQUIREMENTS

6.1 BID CONDITIONS

6.1.1 Faxed and emailed bids will not be considered, only hand delivered bids will be accepted.

6.1.2 Bids received after the closing date and time, at the address indicated above will not be accepted and considered.

6.1.3 The hard copy of the bid response will serve as the legal document.

6.1.4 A bid document must be completed using a black or blue pen.

6.1.5 Use of pencil will not be allowed.

6.1.6 Use of tippex or correction ink shall not be allowed, where an error has been made, bidders are advised to cancel using a pen and initial then write their corrections.

6.1.7 All documents submitted by the bidder must be clear, legible, and complete.

6.1.8 The Department shall avail all required facilities for inspections, tests and analysis of the available apparatus, which may be required free of charge unless otherwise specified.

6.1.9 A supplier who took part in the security risk assessment in Dr Kenneth Kaunda District is not allowed to participate in this bid.

6.1.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest points on Specific Goals.

6.1.11 Should it happen that two or more bids scored equal total points in all respects, the award shall be decided by the drawing of lots.

6.1.12 The successful bidder will be required to sign the Service Level Agreement (SLA) after the award.

6.1.13 As from the effective date the successful bidder shall render the services and expertise and use the facility of the Department as set out in this document and Service Level Agreement (SLA).

6.1.14 The General Conditions of Contract (GCC) and Bid Forms, as well as other conditions accompanying this invitation are applicable.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 In case the office moves, the prospective service provider will move the services without any additional charge to the Department.

7.2 Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security officers assigned to the site will be

subjected to pre-screening before they can resume duties with the Department of Social Development.

7.3 Security personnel that will be deployed at Institutions must be compliant to the National Child Protection Register Part B Clearance.

7.4 Security clearances of security personnel to be submitted upon appointment by Department of Social Development.

7.5 Consent of the security personnel that they do not object to signing a Declaration of Secrecy.

7.6 Proof of Liability Insurance Cover to be provided before the commencement of the contract to a minimum amount of ten million rand (R10 million).

7.7 Strict monitoring of occurrence book.

7.8 The Department, on a quarterly basis, will request proof of payment for Security Officers from the contracted Service Provider and/or Security Officer.

7.9 Where arithmetical errors are identified which result in an incorrect calculation of the total tendered amount, the department shall re-calculate the tendered sum in accordance. The bidder shall be formally notified of any resulting adjustments to the total tendered amount arising from such arithmetical corrections, which shall be used for purposes of evaluation.

8. SUBMISSION OF BIDS

8.1 Bidders must submit the bid in a hard copy format (paper document) on or before the closing date and time to:

University Drive, Provident House,

1st Floor Supply Chain Management division,

East wing,

Mmabatho

2735

8.2 LATE BIDS

Bids received after the closing date and time, at the address indicated above will not be accepted for consideration. Please note that bids are late if they are

received at the address given in the bid document after bid closing date and time. Late submissions must be registered or marked as such and form part of the evaluation report.

9. VALUE ADDED TAX (VAT)

9.1. All bid prices must be quoted in South African currency and must be VAT (15%) inclusive where applicable.

9.2. A service provider is required to register for VAT in accordance with VAT legislation if their annual turnover exceeds R 2,3 million.

9.3. The Department will consider the bid amount to be final. In the event that, the service provider registers for VAT during the implementation of the contract, the department will not be liable for the VAT amount that must be paid to the South African Revenue Services (SARS).

10. JOINT VENTURE

In case of joint ventures, bidders will be required to comply with the following:

10.1. Submit separate SBD 4 forms for each company.

10.2. A joint banking account details will be required after award, prior to signing of Service Level Agreement.

10.3. A signatory must be nominated, and both parties must consent for such nomination.

10.4. Tax status for each company must be in good standing.

11. ALTERATIONS TO DOCUMENT

11.1. No alteration, erasure, omission or addition shall be made to the text or conditions of this document save where expressly directed by clauses in this document. Should any unauthorized change be made the same will not be recognized but the original document will be adhered to.

12. BID EVALUATION STAGES

12.1. STAGE 1: ADMINISTRATIVE REQUIREMENTS STAGE

12.1.1. Central Supplier Database report/Master registration number for proof of CSD registration.

12.1.2. Tax compliance status pin.

12.1.3. Bidders employed by the state are not allowed to participate in this bid.

12.1.4. All bidders who are restricted in terms of National Treasury list of restricted suppliers are not allowed to participate in this bid.

12.1.5. Fully completed and signed SBD 1: Invitation to Bid.

12.1.6. Fully completed and signed SBD 4: Bidders Disclosure

12.1.7. Fully completed and signed SBD 6.1: Preferential Point Claim form in Terms of the Preferential Procurement Regulation 2022.

12.1.8. Attach General Conditions of Contract.

12.2. STAGE 2: MANDATORY REQUIREMENTS

12.2.1. Valid COIDA Letter of good standing.

12.2.2. Valid PSIRA registration certificates for the owner/director(s) of the company and the company itself.

12.2.3. Valid PSIRA letter of good standing of the company.

12.2.4. In case of a joint venture, a signed joint venture agreement as acceptance proof of the existence of a joint venture must be attached.

12.2.5. In case of a joint venture, bidders must submit the following for each company:

- Valid COIDA Letter of good standing.
- Valid PSIRA registration certificates for the owner/director(s) of the company and the company itself.
- Valid PSIRA letter of good standing of the company.

BIDDERS WHO FAIL TO ATTACH THE DOCUMENTS MENTIONED UNDER MANDATORY REQUIREMENTS WILL BE DECLARED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

12.3. STAGE 3: EVALUATION CRITERIA TO BE USED:

12.3.1. FUNCTIONALITY

Functionality	Requirements	Value	Points	Weight
Financial capacity	Bank grading	Authenticated/Stamped Bank grading letter from a Registered Financial Institution not older than three (3) months relevant to this bid.	- Bank Grading A = Three (3) points - Bank Grading B = Two (2) - Bank Grading C= One (1) Any other grading will be awarded zero point.	20%
Response vehicles	Security Company Vehicle	Proof of own vehicle(s) (a valid vehicle(s) registration certificate registered in the bidder's name or company name and valid disk) issued by Licensing Authority. In case of leased vehicle, proof of leased vehicle(s) (Proof of Lease agreement, a valid vehicle registration certificate registered in the lessor's name and	- Proof of three or more vehicles –five (5) points - Proof of two vehicles (3) points - Proof of one vehicle – one (1) point - No evidence attached (0)	30%

		valid disk) issued by Licensing Authority. Lease agreement compliant standard: (validity period to be stated, must cover the contract period, should be signed and must be initialled on each page by both parties.)		
Relevant experience in the security industry	Experience within the recent fifteen (15) years. (Minimum of 5 years' experience in the security industry is required.)	Corresponding stamped Reference and Appointment letters for security guarding services that add up to a minimum of sixty (60) months experience within the recent fifteen (15) years.	- Three (3) or more references and three (3) appointment letters = Five (5) points - Two (2) references and two (2) appointment letters = four (4) points - One (1) reference and one (1) appointment letter = three (3) points - Zero (0) reference and zero (0) appointment letter = zero (0)	20%

Key Personnel Experience	Work experience of supervisors with a minimum of sixty (60) months as a supervisor.	CV of supervisor. Original Certified copy of PSIRA Grade B certificate.	- More than 108 months experience in security guarding services = five (5) points - 97 – 108 months experience in security guarding services = four (4) points - 85 –96 months experience in security guarding services = three (3) points - 73 – 84 months experience in security guarding services = two (2) points - 60 – 72 months experience in security	30%

			guarding services = one (1) point - Less than sixty (60) months experience in security guarding services = zero (0)	
Total				**100**
Minimum acceptable score				**70%**

Reference letters submitted by bidders must meet the following requirements:

- Be on the official letterhead of the client (referee).
- Be signed by an authorised representative of the client.
- Clearly indicate the name, designation, telephone number and email address of the contact person.
- Clearly state the nature and scope of the services rendered.
- Clearly indicate the contract period or period during which the services were rendered (commencement and completion dates).
- Confirm that the services were rendered satisfactorily.
- Be dated.

NB: Only bidders who score a minimum of 70 points out of 100 points (70%) for functionality will be considered for the next stage of the evaluation process. Bidders who fail to achieve the minimum threshold of 70 points will be regarded as non-responsive.

STAGE 4: PRICE AND SPECIFIC GOALS POINTS

12.3.2. PRICE

The 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

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 evaluated by the Department on the *80/20 0r 90/10* preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80/90 points)
- Specific goals (maximum 20/10points)

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

Ps = 80 80/20 or Ps = 90 90/10

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

Where

Ps = Points scored for price of the bid under consideration

Pt = Price of the bid under consideration

Pmin = Price of lowest acceptable bid

12.4. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID

The following Specific Goals and points apply to this bid:

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20	Points Claimed	Procurement Transactions Preference Points allocated out of 10	Points Claimed
1.	Persons historically disadvantaged on the	Maximum of 10 points for black ownership		Maximum of 5 points for black ownership	

	basis of race	100% black ownership = 10 75% - 99% black ownership = 8 60% - 74% black ownership = 6 51% - 59% black ownership = 3 1% - 50% black ownership = 2 0% black ownership = 0 CSD Report to be attached		100% black ownership = 5 75% - 99% black ownership = 4 60% - 74% black ownership = 3 51% - 59% black ownership = 2 1% - 50% black ownership = 1 0% black ownership = 0 CSD Report to be attached	
2.	Enterprises located in a specific (Mandatory area): • for work to be done or services to be rendered in that area Tender (RFP) will specify which of the above will apply. *(must be included as a specific goal)*	Maximum 4 points Bidders are allowed to choose only one • Rural / Village / Township / Urban Area / Anywhere in the District = 04 points • NW Province = 02 points • South Africa = 01 point Should the required locality merely be the Province, full points will be applied to the province. Should the required locality be anywhere in South Africa, full points will be applied. Proof of residence to be attached as detailed on SBD 6.1.			

3.	Choose anyone (1), two (2), three (3), four (4) or five (5) of the following specific goals *(may)*:	Maximum 6 points Points for each specific Total points should not exceed 6 points		Maximum 5 points Points for each specific Total points should not exceed 5 points	
	1. Enterprises owned by women.	1 point Proof for each category: 51-100% women ownership = 1 point =<50% women ownership = 0 Proof of women ownership will be verified on CSD		1 point Proof for each category: 51-100% women ownership = 1 point =<50% women ownership = 0 Proof of women ownership will be verified on CSD	
	2. Enterprises owned by people with disability.	2 points 51-100% persons with disability = 2 points 1 - 50% ownership by people with disability =1 point 0% ownership by people with disability = 0 A completed "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature or a medical report and		2 points 51-100% persons with disability = 2 points 1 - 50% ownership by people with disability =1 point 0% ownership by people with disability = 0 A completed "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature or a medical report and	

		functional assessment report confirming the disability or CSD report confirming disability status		functional assessment report confirming the disability or CSD report confirming disability status	
	3. Enterprises owned by military veterans.	1 point 51-100% military veterans' ownership = 1 point =<50% military veterans' ownership = 0 CSD Report / Military veteran certificate issued by the Department of Military veterans in the name of the individual or company		1 point 51-100% military veterans' ownership = 1 point =<50% military veterans' ownership = 0 CSD Report / Military veteran certificate issued by the Department of Military veterans in the name of the individual or company	
	4. Enterprises owned by youth*. *persons aged 35 years and below in line with applicable laws.	2 points 51-100% youth ownership = 2 points =<50% youth ownership = 0 Proof of youth ownership will be verified on CSD.		1 point 51-100% youth ownership = 1 point =<50% youth ownership = 0 Proof of youth ownership will be verified on CSD.	
	5. Cooperatives enterprises	0 points		0 points	
TOTAL		**20 MAX:**		**10 MAX**	

12.4.1. Where reference is made to Locality, the following location and points apply: Choose only one:

12.4.1.1. Bidders must choose only one of the above (only one proof to be attached for location, either a rural/ township/ village, Local Municipality or Any area within a District Municipality).

12.4.1.2. The points claimed for locality will be allocated as stipulated on table 12.5 if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed.

13. ADDITIONAL OBJECTIVE CRITERIA

13.1. Bidders are allowed to bid for all security bids issued by the Department, though bidders will be considered for one.

13.2. In an instance the highest scoring bidder has already been considered in one bid, the next responsive bidder will then be considered.

13.3. The Department reserves the right not to award the highest scoring bid.

13.4. The Department reserves the right to award the bid in whole or in part.

14. RESPONSIBILITIES OF SERVICE PROVIDER

14.1. Ensure timeous posting of security personnel on site, all security personnel to be in full uniform, with name tags (PSIRA Identification).

14.2. To ensure PSIRA registration of security personnel is in good standing.

14.3. Perform regular patrol duties during each shift and keep records accordingly.

14.4. Mobile supervisor to perform site visits minimum once per shift.

14.5. Report and record security breaches/incidents any injury to any person, including any criminal offence committed on the premises of the Department to the nearest police station within twenty-four (24) hours. A detailed written report of all such incidents shall be presented to the Department within forty-eight (48) hours after the occurrence of the said incident.

14.6. Provide the necessary equipment amongst others, Batons, Whistle, Flashlight/Torches, Raincoat, Handheld Metal Detectors, Two Pens per

security personnel per site, a Notebook per security personnel per site and clear identification of the security personnel.

14.7. Providing the Department with monthly reports together with time-sheets on the first of every month.

14.8. A list of all supervisors and their contact numbers must be kept per site (name, copy of ID, PSIRA registration number) within thirty (30) days of assumption of duty.

14.9. The company should have unemployment insurance and workmen compensation insurance fund for its personnel.

14.10. The control room must comply with standards set by PSIRA and operate twenty-four hours.

14.11. Service provider to take accountability and liability for any loss or damage to Departmental property as a result of negligence or non-compliance with the Service Level Agreement.

14.12. Service provider to ensure supply of cleaning materials for areas designated to be cleaned by security personnel.

15. SPECIFICATION

15.1. AREA 1 & 2

The number of security officers required for the sites are as per table below:

Office	Shift	Description	Equipment	Time
Matlosana Service Point	Day	07 x Security personnel = 05 Grade C & 02 Grade B	Unarmed	06h00-18h00
	Night	07 x Security personnel = 05 Grade C & 02 Grade B	Unarmed	18h00-06h00
DR Kenneth Kaunda District Office	Day	02 x Security personnel = 02 Grade C	Unarmed	06h00-18h00
	Night	02 x Security personnel = 02 Grade C	Unarmed	18h00-06h00
Matlosana Child and Youth Care	Day	07 x Security personnel =	Unarmed	06h00-18h00

Centre		06 Grade C & 01 Grade B		
	Night	07 x Security personnel = 06 Grade C & 01 Grade B	Unarmed	18h00-06h00
Total		**26 Grade C + 06 Grade B**		**32 Guards**

15.2. AREA 3

The number of security officers required for the sites are as per table below:

Office	Shift	Description	Equipment	Time
JB Marks Inpatient Treatment Centre	Day	03 x Security personnel = 02 Grade C & 01 Grade B	Unarmed	06h00-18h00
	Night	03 x Security personnel = 02 Grade C & 01 Grade B	Unarmed	18h00-06h00
Kgakala Shelter	Day	02 x Security personnel = 02 Grade C	Unarmed	06h00-18h00
	Night	02 x Security personnel=02 Grade C	Unarmed	18h00-06h00
JB Marks Service Point (Ventersdorp)	Day	02 x Security personnel = 02 Grade C	Unarmed	06h00-18h00
	Night	02 x Security personnel = 02 Grade C	Unarmed	18h00-06h00
Tshireletso Community Care Centre	Day	02 x Security personnel = 02 Grade C	Unarmed	06h00-18h00
	Night	02 x Security personnel = 02 Grade C	Unarmed	18h00-06h00
Maquassi Hills Service Point	Day	03 x Security personnel = 02 Grade C & 01 Grade B	Unarmed	06h00-18h00
	Night	03 x Security personnel =	Unarmed	18h00-06h00

		02 Grade C & 01 Grade B		
Tlokwe Service Point	Day	02 x Security personnel = 02 Grade C	Unarmed	06h00-18h00
	Night	02 x Security personnel = 02 Grade C	Unarmed	18h00-06h00
Total		**24 Grade C + 04 Grade B**		**28 Guards**

16. COSTING STRUCTURE

16.1 SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT)

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR ONE RATES (01 FEBRUARY 2027 TO 31 JANUARY 2028

Description	RATE PER GUARD			
	Grade C Day Shift	Grade C Night Shift	Grade B Day Shift	Grade B Night Shift
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR ONE				

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR ONE (01 FEBRUARY 2027 TO 31 JANUARY 2028)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	3		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	3		12	
SUB-TOTAL				
SHARE OF OVERHEADS*.....%				
Sub Total				
Profit.....%				
SUB-TOTAL				
Value Added Tax.....%				
GRAND TOTAL FOR YEAR ONE				

*Economy of Scale Rule Applies

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR TWO RATES (01 FEBRUARY 2028 TO 31 JANUARY 2029)

Description	RATE PER GUARD			
	Grade C Day Shift	Grade C Night Shift	Grade B Day Shift	Grade B Night Shift
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR TWO				

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR TWO (01 FEBRUARY 2028 TO 31 JANUARY 2029)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	3		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	3		12	
		SUB-TOTAL		
		SHARE OF OVERHEADS*	.....%	
		Sub Total		
		Profit	.....%	
		SUB-TOTAL		
		Value Added Tax	.....%	
		GRAND TOTAL FOR YEAR TWO		

*Economy of Scale Rule Applies

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR THREE RATES ((01 FEBRUARY 2029 TO 31 JANUARY 2030)

	RATE PER GUARD			
Description	Grade C Day Shift	Grade C Night Shift	Grade B Day Shift	Grade B Night Shift
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR THREE				

PRICING SCHEDULE A: AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT) - YEAR THREE (01 FEBRUARY 2029 TO 31 JANUARY 2030)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	13		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	3		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	3		12	
		SUB-TOTAL		
		SHARE OF OVERHEADS*	.....%	
		Sub Total		
		Profit	.....%	
		SUB-TOTAL		
		Value Added Tax	.....%	
		GRAND TOTAL FOR YEAR THREE		

*Economy of Scale Rule Applies

SUMMARY (TOTAL BID PRICE) PRICING SCHEDULE FOR AREA 1 & 2 (DR KENNETH KAUNDA DISTRICT)	
	Amount in Rands
TOTAL FOR YEAR 1	
TOTAL FOR YEAR 2	
TOTAL FOR YEAR 3	
GRAND TOTAL BID PRICE FOR THIRTY SIX (36) MONTHS	

TOTAL BID PRICE IN WORDS:	

16.2 SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT)

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR ONE RATES (01 FEBRUARY 2027 TO 31 JANUARY 2028)

Description	RATE PER GUARD			
	Grade C Day Shift	Grade C Night Shift	Grade B Day Shift	Grade B Night Shift
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR ONE				

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR ONE (01 FEBRUARY 2027 TO 31 JANUARY 2028)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	2		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	2		12	
SUB-TOTAL				
SHARE OF OVERHEADS* .....%				
Sub Tota				
Profit .....%				
SUB-TOTAL				
Value Added Tax .....%				
GRAND TOTAL FOR YEAR ONE				

*Economy of Scale Rule Applies

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR TWO RATES (01 FEBRUARY 2028 TO 31 JANUARY 2029)

	RATE PER GUARD			
Description	**Grade C Day Shift**	**Grade C Night Shift**	**Grade B Day Shift**	**Grade B Night Shift**
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR TWO				

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR TWO (01 FEBRUARY 2028 TO 31 JANUARY 2029)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	2		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	2		12	
		SUB-TOTAL		
		SHARE OF OVERHEADS* .....%		
		Sub Total		
		Profit .....%		
		SUB-TOTAL		
		Value Added Tax .....%		
		GRAND TOTAL FOR YEAR TWO		

*Economy of Scale Rule Applies

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR THREE RATES (01 FEBRUARY 2029 TO 31 JANUARY 2030)

	RATE PER GUARD			
Description	Grade C Day Shift	Grade C Night Shift	Grade B Day Shift	Grade B Night Shift
Ordinary Time				
Sunday Pay Premium				
Public Holiday				
Premium Allowance				
Leave Provision				
Sick Leave				
Study Leave				
Family Responsibility Leave				
Night Shift Allowance				
Long Service Bonus(5 year average)				
Statutory Annual Bonus				
SUB-TOTAL				
Unemployment Insurance Fund				
Hospital Cover				
Provident Fund				
COIDA/ WCA				
Bargaining Council Levy				
PSIRA fees per Officer				
Sets of uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST - YEAR THREE				

PRICING SCHEDULE B: AREA 3 (DR KENNETH KAUNDA DISTRICT) - YEAR THREE (01 FEBRUARY 2029 TO 31 JANUARY 2030)

DESCPRITION	NUMBER OF GUARDS	UNIT PRICE	NUMBER OF MONTHS	TOTAL AMOUNT
TOTAL PRICE FOR REQUIRED GRADE C DAY SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE C NIGHT SHIFT GUARDS	12		12	
TOTAL PRICE FOR REQUIRED GRADE B DAY SHIFT GUARDS	2		12	
TOTAL PRICE FOR REQUIRED GRADE B NIGHT SHIFT GUARDS	2		12	
		SUB-TOTAL		
		SHARE OF OVERHEADS*.....%		
		Sub Total		
		Profit.....%		
		SUB-TOTAL		
		Value Added Tax.....%		
		GRAND TOTAL FOR YEAR THREE		

*Economy of Scale Rule Applies

SUMMARY (TOTAL BID PRICE) PRICING SCHEDULE FOR AREA 3 (DR KENNETH KAUNDA DISTRICT)	
	Amount in Rands
TOTAL FOR YEAR 1	
TOTAL FOR YEAR 2	
TOTAL FOR YEAR 3	
GRAND TOTAL BID PRICE FOR THIRTY SIX (36) MONTHS	

TOTAL BID PRICE IN WORDS:	

16.3. TOTAL COST AREA 1 & 2 AND 3 IN DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF THIRTY SIX (36) MONTHS

TOTAL BID PRICE FOR THIRTY SIX (36) MONTHS AREA 1 & 2	
TOTAL BID PRICE FOR THIRTY SIX (36) MONTHS AREA 3	
GRAND TOTAL BID PRICE FOR THIRTY SIX (36) MONTHS	

GRAND TOTAL BID PRICE IN WORDS:	

17. ADHERENCE TO NATIONAL BARGAINING COUNCIL FOR PRIVATE SECURITY SECTOR (NBCPSS).

17.1. Service providers must adhere to the following;

17.1.1 Strict adherence to prescribed NBCPSS, Bargaining Council main collective agreement, Gazette 47797.

17.1.2 Strict adherence to determinations issued by NBCPSS (Cost plus market related price and reasonable overheads and profit).

17.1.3 Service providers must use the rates applicable from 01 March 2026 to 28 February 2027 when pricing Year one (1), two (2) and three (3) in the costing structure.

17.1.4 The contract period extends beyond the current NBCPSS Illustrative Pricing Guide. The Department will consider price adjustments only when new NBCPSS rates are published for the applicable periods (01 February 2028 to 31 January 2029 and 01 February 2029 to 31 January 2030). These adjustments will apply only to the NBCPSS rates. The bidder's profit and overheads shall remain fixed for the duration of the contract. No other price increases will be considered.

18. DELIVERABLES / OUTPUTS

18.1. Provision of security guarding services according to the specifications and Service Level Agreement.

18.2. Submit signed invoices and time sheets to the delegated official.

18.3. The invoice must be in the company letterhead and indicate the following:

18.3.1. Date and invoice number,

18.3.2. Order Number,

18.3.3. Name and address of the service provider,

18.3.4. Name and Address of the Department,

18.3.5. Local area where service was rendered

18.3.6. If VAT vendor, VAT amount to be separately indicated.

19. RESPONSIBILITIES OF THE DEPARTMENT

19.1. The Department of Social Development will be responsible for:

19.1.1. Monthly payment of the service provider.

19.1.2. Ensure that the service provider complies with the signed Service Level Agreement and other regulations.

20. REPORTING, MONITORING AND EVALUATION

20.1. The successful bidder shall be accountable to the Department in all material terms.

20.2. The Department will conduct monitoring and evaluation on suppliers' performance, on a quarterly basis.

20.3. The Department reserves the right to conduct an assessment / inspection of the control rooms.

21. TERMS OF PAYMENT

21.1. Payment will be made monthly and paid within 30 days upon receipt of valid invoice.

21.2. The Department will not be held liable for the delay in payment due to incomplete/ invalid invoice.

22. CANCELLATION CLAUSE

22.1. When the department received non -responsive bids.

22.2. Non- adherence to conditions of the Service Level Agreement.

23. BID ENQUIRIES

Contact Person: Supply Chain Management related matters:

Name: Ms Z Peter

Contact: (018) 388 4235

Email:zpeter@nwpg.gov.za

Contact Person: Technical enquiry

Name: Mr. Andrew Moche

Contact: (018) 388 2439

Email : amoche@nwpg.gov.za

NB: All enquires must be in writing

ANNEXURE A (DR KENNETH KAUNDA DISTRICT)

Provisioning of security guarding services at Dr Kenneth Kaunda District for 36 months:

Bid reference number: NW/DSD/11(E)/2026

Sites Allocated	Location	Address
JB Marks Inpatient Treatment Centre	Potchefstroom Town	No 2 Deppe Street Dassierand Potchefstroom 2531
Kgakala Shelter	Kgakala Location	Kgakala One Stop 448 Kgakala Leeudoringstad 2640
JB Marks Service Point	Ventersdorp	04 Western Ford Building

(Ventersdorp)	Town	Van Riebeck Street Ventersdorp 2710
Tshireletso Community Care Centre	Boikhutso Village	10157 Boikhutso Village Ventersdorp 2710
Maquassi Hills Service Point	Wolmaransstad Town	75 Kruger Str Jan Kemp Building Wolmaransstad 2630
Tlokwe Service Point	Potchefstroom Town	C/O Albert Luthuli & Gerrit Maritz Dassierand Potchefstroom 2531
Matlosana Service Point	Klerksdorp Town	Jade Square/ Dangor Medical Centre Building, Klerksdorp, 2570
Dr Kenneth Kaunda District Office	Klerksdorp Town	Jade Square/ Dangor Medical Centre Building, Klerksdorp, 2570
Matlosana Child and Youth Care Centre	Jouberton Location	21591 Benji Olifant Road Jouberton Location Klerksdorp, 2570

DEPARTMENT OF SOCIAL DEVELOPMENT

SBD1,SBD 1,SBD4,SBD6.1,GCC

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	NW/DSD/11(E)/2026	CLOSING DATE:	18 JANUARY 2027	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF SECURITY GUARDING SERVICES IN THE NORTH WEST DEPARTMENT OF SOCIAL DEVELOPMENT AT DR KENNETH KAUNDA DISTRICT FOR A PERIOD OF THIRTY SIX (36) MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
FIRST FLOOR UNIVERSTITY DRIVE
PROVIDENT HOUSE BUILDING
SUPPLY CHAIN MANAGEMENT DIRECTORATE
NORTH WING ENTRANCE, MMABATHO 2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MS Z PETER	CONTACT PERSON	Mr A MOCHE
TELEPHONE NUMBER	018 388 4235	TELEPHONE NUMBER	018 388 2439
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	zpeter@nwpg.gov.za	E-MAIL ADDRESS	amoche@nwpg.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ 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 THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
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 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

social development
Department:
Social Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

2030 NDP

Provident House Building
Private Bag X 6
Mmabatho, 2735

FINANCIAL MANAGEMENT AND ADMINISTRATION

Tel: +27 (18) 388 – 2869/2198
Fax:
E-mail:EMorem@nwpg.gov.za

ANNEXURE A

IN ORDER TO ENSURE FULL COMPLIANCE AND COMPLETENESS OF THE SBD 4, THE DEPARTMENT HAS PROVIDED MEANINGS FOR THE FOLLOWING TERMS WHICH WILL BE INCLUDED IN THE CONDITIONS FOR PRICE QUOTATIONS AND BIDS AS INDICATED BELOW.

Employment by the state – when disclosing in paragraph 2.1 of SBD 4 please note that *"Employment by the state shall include employment with any national or provincial department, municipality, constitutional institution, public entity, or any other institution listed in Schedule 2 or 3 of the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (MFMA). Failure to provide accurate information by the service provider in respect of paragraph 2.1 of the SBD 4 where such a service provider is awarded work/contract, will compel the Department to institute a process of restricting the service provider for ten (10) years in line with the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation for misleading the Department"*

Any other related enterprises – *"when disclosing "any other enterprises" in section 2.3 of the SBD 4 service providers/bidders are advised to include Subsidiary companies; Holding companies; Sister companies under common ownership; Joint ventures; Companies where directors or shareholders have interests; Businesses owned by close family members where there may be influence or benefit; and Any enterprise that could create a real or perceived conflict of interest in the procurement process whether they are directly or indirectly linked to the bidder".*

"Bidders/service providers are further advised to include companies that are dormant/or deregistered which still appear on the centralised supplier database registration form"

Bidders are allowed to submit a separate annexure that is signed by the director of the company if the spaces provided in 2.3 of SBD4 are not sufficient to list all the companies.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

BIDS

This specific goals form must form part of all quotations. It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder.

NB: **IN COMPLETING THIS FORM, BIDDERS MUST BE AWARE OF THE CONDITIONS OF TENDER. GENERAL CONDITIONS OF CONTRACT. DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOODS PRACTICE.**

---

1. GENERAL CONDITIONS

1.1 The following 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).

  Or

- The 90/10 preference point system applies to procurement with an estimated value exceeding R50 million (VAT and all other applicable taxes included).

1.2 Points for this bid shall be awarded for:

1.2.1 Price; and

1.2.2 Specific goals.

1.3 The points for price and the points for specific goals will be added and subject to section 2(1) (f) of the PPPFA, the award will be to the bidder that scores the highest points.

1.4 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that points for specific goals are not claimed.

1.5 The department 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.

2. DEFINITIONS

2.1. "**Acceptable bids**" means a bid which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.

2.2. "**Black people**" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)

2.3. "**Central Supplier Database**" means the database managed by National Treasury at www.csd.gov.za .

2.4. "**Disabled person**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in procession of a proof of disability.

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

2.6. "**Locality**" means that the enterprise has either its head office or an operational office located in that location AND they are in procession of proof of locality.

2.7. "**Military Veteran**" has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

2.8. "**Proof of Disability**" means:

2.8.1. A CSD report will be used to verify disability ownership.

2.9. "**Proof of Residence**" means:

2.9.1. A municipal rates invoice in the name of the company submitting the bid that has been issued within the last six months;

2.9.2. An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address issued within the last six months

2.9.3. A signed lease with a property owner located in that municipality/township (Department of Social Development may request a recent statement from the landlord); Confirmation letter from the landlord issued within the last six months.

2.9.2. "**Proof of Ownership**" means:

2.9.2.1. The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).

2.9.3. "**Proof of Military Veteran**" means a:

2.9.3.1. A CSD report will be used to verify military veteran ownership.

2.9.4. **"Price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

2.9.6. "**Rand value**" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

2.9.7. **"SARS"** means the South African Revenue Service.

2.9.8. "**Specific Goals**" means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

2.9.9. "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

2.9.10. "**Youth**" means persons between the ages of 14 and 35.

3. PRICE FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE - THE 80/20 PREFERENCE POINT SYSTEMS

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

~~80/20~~ ~~or 90/10~~

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of the bid under consideration

Pt = Price of the bid under consideration

Pmin = Price of lowest acceptable bid

3.2. PRICE FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING CONTRACTS

3.3. POINTS AWARDED FOR PRICE

A maximum of 80/90

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of the bid under consideration

Pt = Price of the bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID:

4.1. The following Specific Goals and points apply to this Bid:

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20	Points Claimed	Procurement Transactions Preference Points allocated out of 10	Points Claimed
1.	Persons historically disadvantaged on the basis of race	Maximum of 10 points for black ownership 100% black ownership = 10 75% - 99% black ownership = 8 60% - 74% black ownership = 6 51% - 59% black ownership = 3 1% - 50% black ownership = 2		Maximum of 5 points for black ownership 100% black ownership = 5 75% - 99% black ownership = 4 60% - 74% black ownership = 3 51% - 59% black ownership = 2	

		0% black ownership = 0 CSD Report to be attached		1% - 50% black ownership = 1 0% black ownership = 0 CSD Report to be attached	
2.	Enterprises located in a specific (Mandatory area): • for work to be done or services to be rendered in that area Tender (RFP) will specify which of the above will apply. *(must be included as a specific goal)*	Maximum 4 points Bidders are allowed to choose only one • Rural / Village / Township / Urban Area / Anywhere in the District = 04 points • NW Province = 02 points • South Africa = 01 point Should the required locality merely be the Province, full points will be applied to the province. Should the required locality be anywhere in South Africa, full points will be applied. Proof of residence to be attached as detailed on SBD 6.1.			
3.	Choose anyone (1), two (2), three (3), four (4) or five (5) of the following specific goals *(may)*:	Maximum 6 points Points for each specific Total points should not exceed 6 points		Maximum 5 points Points for each specific Total points should not exceed 5 points	
	1. Enterprises owned by women.	1 point Proof for each category: 51-100% women ownership = 1 point =<50% women ownership = 0		1 point Proof for each category: 51-100% women ownership = 1 point =<50% women ownership = 0	

	Proof of women ownership will be verified on CSD		Proof of women ownership will be verified on CSD	
2. Enterprises owned by people with disability.	2 points 51-100% persons with disability = 2 points 1 - 50% ownership by people with disability =1 point 0% ownership by people with disability = 0 A completed "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature or a medical report and functional assessment report confirming the disability or CSD report confirming disability status		2 points 51-100% persons with disability = 2 points 1 - 50% ownership by people with disability =1 point 0% ownership by people with disability = 0 A completed "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature or a medical report and functional assessment report confirming the disability or CSD report confirming disability status	
3. Enterprises owned by military veterans.	1 point 51-100% military veterans' ownership = 1 point =<50% military veterans' ownership = 0 CSD Report / Military veteran certificate issued by the Department of Military veterans in the name of the individual or company		1 point 51-100% military veterans' ownership = 1 point =<50% military veterans' ownership = 0 CSD Report / Military veteran certificate issued by the Department of Military veterans in the name of the individual or company	
4. Enterprises owned by youth*. *persons aged 35 years and below in line with applicable laws.	2 points 51-100% youth ownership = 2 points =<50% youth ownership = 0 Proof of youth ownership will be verified on CSD.		1 point 51-100% youth ownership = 1 point =<50% youth ownership = 0 Proof of youth ownership will be verified on CSD.	

	5. Cooperatives enterprises	0 points		0 points	
TOTAL		**20 MAX:**		**10 MAX**	

4.2. Where reference is made to Locality, the following location and points apply: Choose only one:

4.2.1. Bidders must choose only one of the above (only one proof to be attached for location, either a rural/ township/ village, Local Municipality or Any area within a District Municipality).

4.2.2. Locality. The points claimed for locality will be allocated as stipulated on table 4.1 if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.

4.2.2.1. Note that if the department requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be mis-representation and the department will begin the remedy outlined below.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. CSD Number: MAAA.....

5.4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium	Personal Liability Company
One-person business/sole propriety	(Pty) Limited
Close corporation	Non-Profit Company
Public Company	State Owned Company
[TICK APPLICABLE BOX]	

6. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, declare the points claimed and I / we acknowledge that:

2.1 The information furnished is true and correct;

2.2 The points claimed are in accordance with the General Conditions as indicated in paragraph 1, 2 and 5 of this declaration;

2.3 In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the Department of Social Development, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

2.4 If the points claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) Forward the matter for criminal prosecution.

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

SURNAME AND NAME: .....
DATE: .....
ADDRESS .....

.....

.....

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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.

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.