

Checklist of Documents to be Submitted with Tender - SECURITY SERVICES: NCPT/01/2015			
Checklist for suppliers	TICK		
	Yes	N/A	No
Tax clearance certificate original and valid			
Certified BBBEE certificate			
Joint venture or partnership agreement			
Detailed Pricing Schedule: Annexure A, B & C of Terms of Reference			
Compliance with sub-contracting principles			
Compliance with mandatory requirements and terms of reference			
Curriculum Vitae, Trade References, PSIRA Registration			
Detailed proposal to execute the contract			
All forms completed, duly signed			
NCP1: Company Registration Details and Total Bid Price			
NCP2: Tax clearance Certificate			
NCP4: Declaration of interest			
NCP6.1: Preference Points Claim form			
NCP7.2: Contract Form			
NCP8: Declaration of bidders past SCM practices			
NCP9: Certificate of independent bid determination			
No of Bid Document Copies Attached			

Northern Cape Provincial Government



NORTHERN CAPE PROVINCIAL TREASURY

NOORD KAAP PROVINSIALE TESOURIER

LEFAPHA LA MATLOTLO LA KAPA BOKONE

ISEBE LEZEMALI LOMNTLA KOLONI

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE PROVINCIAL TREASURY

BID NUMBER: **NCPT/02/2015** CLOSING DATE: **19 JUNE 2015** CLOSING TIME: **11:00**

VALIDITY PERIOD **90 DAYS**

DESCRIPTION: INVITATION FOR PROPOSALS FROM APPROPRIATELY QUALIFIED BIDDERS WHO WILL RENDER SECURITY SERVICES FOR THE DEPARTMENT FOR A PERIOD OF THREE YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (NCP 7).

BID DOCUMENTS MAY BE POSTED TO:.....

Provincial Treasury
Departmental Supply Chain Management
Cnr of Knight and Stead Street
Metlife Towers (Post Office Building)
5th Floor, Room 524
KIMBERLEY, 8300

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Provincial Treasury
Private Bag XS054
Cnr of Knight and Stead Street
Metlife Towers (Post Office Building)
KIMBERLEY
8300

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER.....

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

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (NCP 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (NCP 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....A REGISTERED AUDITOR
[TICK APPLICABLE BOX]**(AN ORIGINAL OR CERTIFIED COPY OF YOUR B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or ☐ NO

IF YES ENCLOSE PROOF – CERTIFIED COPY REQUIRED

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Provincial Treasury

Contact Person: Ms. N.E. Lethuli or Ms. K.Mothomme

Tel: 053-8308338 or 053-8308386

Fax: 053-8314257

E-mail address: clethuli@ncpg.gov.za or kmothomme@ncpg.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. S.Madibela

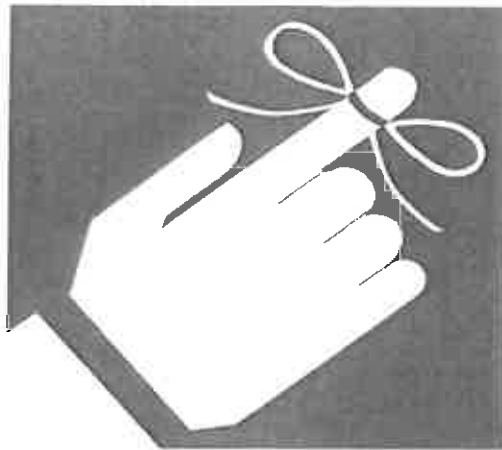
Tel: 053-8308490

Fax:

E-mail address: smadibela@ncpg.gov.za**PLEASE NOTE:** Corrections by correctional fluid is not allowed in a bid document. If correctional fluid is used it must be initialled to the correction. Failure to do so may result in such a bid being regarded as non-responsive.If the correctional fluid is used to correct signatures, prices and descriptions this **will** lead to bids being regarded as non-responsive.

IMPORTANT NOTICE

NOTE 1



**PLEASE NOTE THAT THIS BID CLOSES AT THE
OFFICE OF PROVINCIAL SUPPLY CHAIN
MANAGEMENT, CORNER KNIGHT AND STEAD
STREET, POST OFFICE BUILDING.
(METLIFE TOWERS, KIMBERLEY)**

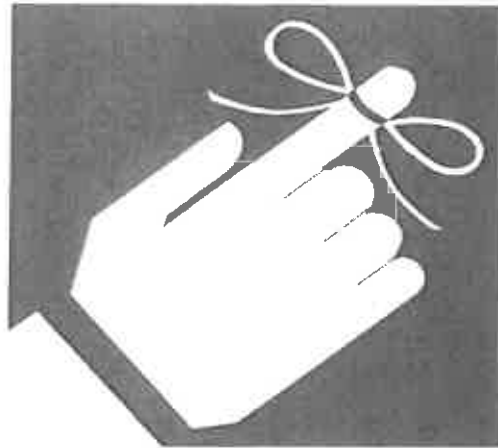
**TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF
SPEED SERVICES MUST MARK DELIVERY "TO
COUNTER" AND NOT "TO PRIVATE BAG/BOX" ON THE
STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE,
STATING THEIR TRACKING NUMBER OF THE BID
DOCUMENT.**

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE
REGARED AND TREATED AS LATE BID**

IMPORTANT NOTICE

NOTE 2



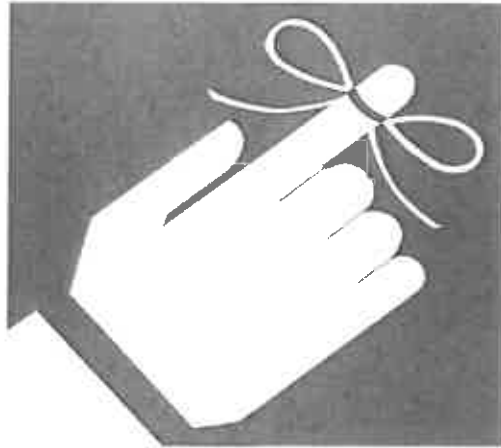
**PLEASE NOTE THE FOLLOWING:
WITH REFERENCE TO THE ATTACHED
NCP 4:**

**SHOULD YOU BE INVOLVED IN A JOINT
VENTURE, BOTH PARTIES MUST FULLY
DECLARE INTEREST. PLEASE ENSURE
THAT YOU ARE AWARE OF ALL
INTERESTED PERSONS WHO SHOULD
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF
TRANSPARANCY AND THE TIMEOUS
CONCLUSION OF BIDS**

IMPORTANT NOTICE

NOTE 3



A COMPULSORY INFORMATION SESSION WILL BE HELD ON:

VENUE: BOARDROOM
T FLOOR
METLIFE TOWERS
CORNER OF KNIGHT AND STEAD STREET
KIMBERLEY

DATE: 08 JUNE 2015

TIME: 09H00

CONTACT PERSON: Ms. K. Mothomme and Ms N. E Lethuli

PHONE NO: 053-830 8386 and 053-830 8338

TAX CLERANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached from TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Note: For tenders (bids) a Tax Clearance Certificate for tender is required. For quotations a Tax Clearance Certificate for good standing is required.
4. In bids where Consortia/ Joint Ventures/ Sub- contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Application for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za

**Application for a Tax Clearance Certificate****Purpose**

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(If applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount RExpected duration
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct SARS the applicable Tax Clearance Certificate on my/our behalf. to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

NCP 4 (7/12/11)

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

[illegible]

YES/NO

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

YES/NO

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.....
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.....

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[illegible]

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(7/12/11)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. 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

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad

-Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends to sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B- BBEE status level certificate issued by an accredited agency as contemplated in paragraph 1.4.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B-BBEE status level certificate issued by an accredited agency as contemplated in p 1.4.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA). Certificate must be in the original or a certified copy appended.

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

(Provide an original or certificate copy of sub-contractors B-BBEE status level of contribution certificate with quotation/ bid.

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE

.....
SURNAME AND INITIALS

.....
SIGNATURE(S) OF BIDDER(S)

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

2.

.....
SIGNATURE

.....
SURNAME AND INITIALS

DATE:.....

ADDRESS:.....

.....
.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: NCPT/012/2013** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
SIGNATURE

NAME AND INITIALS

DATE:

2
SIGNATURE

SURNAME AND INITIALS

DATE:

(7/12/11)

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, in my capacity as accept your bid under reference number **Bid Number NCPT/012/2013** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP


WITNESSES

1
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

2
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

NCP 8 (7/12/11)

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 (NCP) 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 NCP 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 (NCP 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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

NORTHERN CAPE PROVINCIAL TREASURY

**Appoint Service Provider Who Will Render
Security Services For Department For A Period
Of Three Years**

2015



Northern Cape Provincial Treasury

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Northern Cape Provincial Treasury

BID: SECURITY SERVICES (NCPT/01/2015)

1. GENERAL INFORMATION FOR BIDDERS

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act (Act 1 of 1999). NCPT seeks to appoint suitable qualified service provider to render security services for a period of 3 years.

The NCPT reserves the right to determine which service provider ("bidder"), if any, are appointed in response to this request for submission of proposals and reserves the right not to appoint the highest scoring bidder based on sound justification in line with the Preferential Procurement Policy Regulation (2011).

1.1 GENERAL TERMS

This bid is issued and will be evaluated in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPFPA), the Preferential Procurement Regulations, 2001(PPR), practice notes and guidelines issued by the National Treasury, Departmental Supply Chain Management policy and the special conditions referred to here under.

Parties that wish to submit proposals are required to indicate that they are willing to accept the Specific and General Conditions and Procedures of the NCPT. Please read the General Conditions of the bid carefully prior to submitting your proposal.

1.1.1 CONFLICT OF INTEREST

Service providers are required to provide services that are professional, objective and impartial. Service providers must ensure that there is no conflict of interest between obligations and responsibilities to other clients and the services set out in the TOR. In the event of any uncertainty in this regard, full disclosure in the submitted proposal should be considered. Non-disclosure of a conflict of interest **will** be ground for termination of the contract.

1.1.2 CONFIDENTIALITY AGREEMENT

The successful service provider may have access to confidential data or information. The appointment of a successful bidder is subject to that bidder agreeing to the contents of, and signing, the NCPT's standard Non-Disclosure Agreement.

1.1.3 DISCLAIMER

The issue of this bid is subject to the disclaimer set out below:



Northern Cape Provincial Treasury

The Northern Cape Provincial Treasury reserves the right to withdraw this bid at any time, without prior notice and without liability to compensate and/or reimburse any party.

1.2. VALIDITY OF PROPOSALS

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids.

1.3 NUMBER OF PROPOSALS

Each bid participant must provide five (1 original + 4 copies) hard copies of their entire proposal, including all the documentation referred to in bid evaluation criteria paragraph. All submitted proposals will become the property of the NCPT, and will not be returned. Receipt of all proposals will be recorded in a register at the point of receipt. All copies of the proposal must be signed and initialled on each page and dated in black ink by the bidder.

1.4 SUBMISSION OF PROPOSALS

Proposals must reach the offices of the NCPT before or on **Friday, 19 June 2015** at 11H00 and must be enclosed in a sealed envelope which must have clearly inscribed on the outside:

- (a) Bid no: NCPT/01/2015 – Invitation for Proposals from Appropriately Qualified Bidders to render security services to the Northern Cape Provincial Treasury.
- (b) Northern Cape Provincial Treasury, Tender Box, Metlife Towers, Ground Floor, Cnr Knight & Stead Street, Kimberley, 8300.
- (c) Attention: Ms K Mothomme, (053) 830 8386.
- (d) The name, address and telephone number of the bidder on the backside of the envelop;

Please note that this Bid closes punctually Friday, 19 June 2015 at 11H00. No late submissions will be considered under any circumstances.

All the documentation referred to in bid document must be submitted. Failure to submit all the documentation referred to in this section WILL result in a submission being discarded, and not considered for evaluation.

The NCPT shall not disclose any details pertaining to the responses received, to any other bidders, as this is regarded as confidential information and the names of the bidders will be published on the following websites (www.ncpg.gov.za) and (www.ncpt.gov.za)

Envelopes must not contain documents relating to any other request for proposal other than this business request for proposal.

A compulsory briefing session will be conducted on the 08 June 2015.



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1.5 TIMETABLE

Dates and Times	Events
29 May 2015	Issue of tender Tender Bulletin Local Newspapers eTender publication portal- etppa@nccpg.gov.za
08 June 2015	Compulsory Briefing Sessions
19 June 2015	Deadline for submission of all proposals, to be delivered in accordance with this document at 11H00
19 June 2015	Bid Opening
29 June 2015	Presentations by short listed bidders to the Functionality Committee
06 July 2015	Bid Evaluation
13 July 2015	Bid Adjudication

The Northern Cape Provincial Treasury reserves the right to determine and change the structure of the process, the right to withdraw from the proposal process, and the right to change this timetable at any time without notice.

2. PURPOSE

To provide a safe environment and to protect the property of Northern Cape Provincial Treasury against theft, damage, unlawful occupation, trespassing and any other criminal activity directed at the property or environment.

Bids are hereby invited for the rendering of security service to the Northern Cape Provincial Treasury in Kimberley and the surrounding areas for a period of three (3) years. Buildings include Metlife Towers Floors T-floor, 1,2,3,4,5,6,7,8,9,10,14 (Kimberley); Kimtown Building (Kimberley), Templar: Four floors, Crossroads building (Springbok) and Liebenhof building (De Aar).

The service may be expanded under the same terms and conditions.



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3. SCOPE OF WORK

Services of trained security personnel are required by Northern Cape Provincial Treasury to perform duties at the premises occupied by the department. The security services shall be provided on the property of NCPT and shall in general entail the patrolling of premises, access control, control of assets, personnel and/ or members of the public escorting where required and protection from and/ or to buildings and general crime prevention measures as agreed upon.

The guarding function relates to the seven (7) essential and interdependent elements of a physical security system i.e.

- Physical Security
- Monitoring Procedure
- Access Control
- Patrol Procedure
- Fire Control and Detection
- Contingency Planning

In order to safeguard the premises and the contents thereof as well as the people therein or thereon, the bidder must do this in terms of the following acts:

- a) The application of the Control of Access to Public Premises and Vehicle Act 53 of 1985, Section 2, 3 and 4, as well as; C5.
- b) The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- c) Section 13 of the Constitution regarding violations must be avoided.
- d) The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- e) Private Security Industry Regulation Act 56 of 2001
- f) Protection of Information Act 84 of 1982
- g) Trespass Act 6 of 1959
- h) Occupational Health and Safety Act 85 of 1993
- i) The application of the Minimum Information Security Standards (MISS) policy document approved by Cabinet on the 04 December 1996.



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3.1 PERSONNEL REQUIREMENTS IN TERMS OF SECURITY SERVICES

The scope of services shall include without limitation the following:

The service provider will make provision for Monday to Friday day shift security officers for MetLife Towers (Kimberley), Liebenhof (De Aar), Crossroads building (Springbok) excluding Public Holidays, from 07H00 – 17H00 and 24 hours, 7 days a week security officers for Templar Building and Kimtown Building.

- a) DAY SHIFT STAFF: Metlife Towers (12) x Grade D
 - : Templar (2) x Grade D
 - : Kimtown (1) x Grade D
 - : Crossroads (Springbok) (1) x Grade D
 - : Liebenhof (De Aar) (1) x Grade D
 - (1) Grade C
- b) NIGHT SHIFT STAFF: Templar building (2) x Grade D staff and Kimtown (1) x Grade D required per shift and hours of duty
- c) The total number staff members required is (21) excludes the relief personnel, hence sufficient staff (maximum 3 must be trained to manage these sites in the event of the need for relief staff)
- d) All security staff shall be trained and knowledgeable about, NCPT procedures, staff and policies in respect of security. The following were identified as training requirement for security guard for grade C and D
 - a. First Aid training (Level 1 and 2)
 - b. Basic firefighting (level 1)
 - c. Surveillance knowledge/background (as added advantage) and PSIRA registration
- e) In addition, the Grade C will operate as shift supervisors.

3.2 SPECIAL REQUIREMENTS

- 3.4.1 The Security guards on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs, a torch and a baton.
- 3.4.2 The Security guards must be equipped with a two-way radio, which is linked to their headquarters.



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- 3.4.3 PSIRA Act attached regarding the location of the security company on a fully functional control room in Kimberley. Information must be provided on control room facilities in De Aar and Springbok.
- 3.4.4 Any other means of communication with the exception of Metlife building with the usage of a two-way radio due to signal problems.
- 3.4.5 The preferred bidder to submit attendance registers with invoices per site for payment by the 15th of each month. Payment date must be indicated but will not be prior to the last working day of any calendar month.
- 3.4.6 A copy of incident register shall be submitted weekly to the internal security unit of the Department.
- 3.4.7 The Northern Cape Provincial Treasury reserves the right to increase or decrease security guards or alter the guard category at any existing or new location.
- 3.4.8 It is encouraged for locally based labour force to be used for the convenience of the service provider to fulfil the contractual obligation.

4. INDEMNITY

The Northern Cape Provincial Treasury shall not be liable for any injury, loss or damage to the preferred bidder's security guards, equipment or vehicles whilst on the premises during the contract period.

5. TRANSFER AND CESSION

The preferred bidder shall render the security service. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by Provincial Supply Chain Management in conjunction with the relevant Head of Department.

The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of **Bid NCPT/01/2015** or any part thereof to any person or company.

6. BREACH AND TERMINATION

Should either party commit or breach the provisions of this contract and fail to remedy that breach (es) within 14 (fourteen) days after the receipt of a written complaint, the party that is not in default shall be entitled to cancel this contract per written notice delivered to the other party's domicillium et executnadi as per bid documents without prejudice to any other right which the non-defaulting party may have as a result of such breach.

7. PRICING



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The following conditions shall be applicable and forms an integral part of the bid:

- For the purpose of this contract, use will be made of the relevant Category Security Officers, as defined in the order made in terms of section 51A(2) of the Labour Relations Act 1956, as published Government Gazette No. 25075 dated 13 June 2003.
- It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 6: Private Security Sector, South Africa (Government Gazette No. 29188 dated 1 September 2006).
- Price per guard should be all-inclusive, i.e. package per year including all leave provisions and other benefits. Bidders shall also make provision in their price structure for relief security offers. (See annexure A1).
- A general, fixed increase of 8% per annum will be applicable on this bid. Salaries/wages will be in line with any increases as published per Government Gazette in line with the Order for the Security Trade.
- The appointed bidders must confirm that it has an insurance policy to cover any damages/ losses incurred by its employees to the property of NCPT for the duration of the contract. Cover must be at least R1 million.

8. DEFINITION OF DIFFERENT CATEGORIES OF SECURITY OFFICERS

Security Officer means a security officer, grade A, B, C or D

Security Officer Grade A: means an employee who performs any one or more of following duties:

- a) Advising or reporting on any matter affecting guarding or protection services;
- b) Assisting in the screening of candidates for employment;
- c) Assuming responsibility for staff training;
- d) Drawing money at banks or similar institutions;
- e) Drawing money or cheques or taking possession of negotiable documents;
- f) Guarding or protecting goods;
- g) Supervising subordinate staff;
- h) Who may drive a motor vehicle in the performance of any or all the employee's duties; and
- i) Who may be called upon to perform any or all of the duties of a security officer, grade B



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Security officer grade B: means an employee who performs any one or more of the following duties, namely supervising, controlling, instructing or training security officers, grade C or D or general workers and reporting thereon to an employee or any other specified person, and who may-

- a) Drive a motor vehicle in the performance of any or all of the employee's duties;
- b) Be called upon to perform any or all of the duties of a security officer, grade C.

Security officer grade C: means an employee who performs any one or more of the following duties-

- a) Supervising or controlling Security Officers, grade D;
- b) Driving a motor vehicle in the course of supervising or controlling Security Officers grade D;
- c) Driving a motor vehicle for the purpose of transporting security officers; and
- d) Who may be called upon to perform any or all of the duties of a Security Officer, grade D

Security officer grade D: means an employee who performs any or more of the following duties:

- a) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
- b) Searching persons and if necessary, restraining them;
- c) Supervising or controlling Security Officers,
- d) Searching goods or vehicles.

9. REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

9.1 Bidders must provide full details of registration for both the company and the individual workers. Bidders must provide full details of PSIRA registration for both the company and its directors (owners), and proof of up-to-date payment of PSIRA annual fees. Copies of PSIRA registration certificates and/ or any other document(s) **must be certified, if not, the bid will be invalid. Proof must be provided annually that all security guards/ relief guards employed are registered with PSIRA.**

9.2 All security officers as well as all relief and replacement staff should also obtain security clearance with SAPS and copies of such clearances provided to Departmental Supply Chain Management at Northern Cape Provincial Treasury within 21 days from the official notification of acceptance of offer.



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10. GENERAL SPECIFICATIONS

- 10.1 Information obtained by a security guard(s) during the course of duty shall be treated as strictly confidential and may not be divulged to a third party. Each employee dispatched to Northern Cape Provincial Treasury is required to sign the Declaration of Secrecy with the Security Manager.
- 10.2 A strike or lockout at the Northern Cape Provincial Treasury shall not affect the security company's obligation to render security services.
- 10.4 The preferred bidder shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security guards are on strike or lockout by their employer.
- 10.5 If security services are no longer required due to circumstances beyond the control of either the preferred bidder or Northern Cape Provincial Treasury (e.g. fire, floods, war, relocation, etc.) the suspension or termination of security services shall be without cost to either party.
- 10.6 Reports and records prepared by security guards regarding their duties and responsibilities of assignment required by the security company should be made available to Security Management of Northern Cape Provincial Treasury. Security reports must be written by the private security company to the security establishment of the department monthly (e.g. every 15th of each month) and the incident report must reach the office of the Facility Manager daily by 10:00).
- 10.8 The security company shall be accountable to provide services to the Northern Cape Provincial Treasury as set out in the Services Level Agreement.
- 10.9 The security company must provide properly trained back-up support for absences, e.g. within two hours in a multi-guard location or within an hour at a single guard location.
- 10.10 Supervision of security personnel is the responsibility of the security company. **Supervision must be provided through the use of an on-site supervisor.** Supervision by the Security Manager of Northern Cape Provincial Treasury or any other departmental supervisory security personnel shall also be involved in compilation of the Service Level Agreement.
- 10.11 Patrol officers shall be familiar with the work sites under their jurisdiction.
- 10.12 The security company shall supply vehicles if required and a continuous communication link to their patrol officers and security control room.



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- 10.13 New or replacement guards shall not be assigned to Northern Cape Provincial Treasury's sites until they are suitably trained; familiar with their required duties and security screened by State Security Agency (SSA) and a copy of the screening certificate handed to the Security Manager.
- 10.14 Security company supervisor shall be responsible for consulting with the Northern Cape Provincial Treasury's Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job-training.
- 10.15 During break periods, security personnel shall be required to remain on the site and be subject to a call back to duty in the event of an emergency situation.
- 10.16 Property supplied by Northern Cape Provincial Treasury to security guards under the contract shall remain the property of the Northern Cape Provincial Treasury.
- 10.17 Any misuse or abuse of equipment or departmental property shall be rectified by the security company.
- 10.18 The use of departmental property by security guards shall be for official business purposes only.
- 10.19 Northern Cape Provincial Treasury shall have the ability to deduct payment from the security company for incidents that rise from inappropriate attendance, behavior, appearance, performance, insufficient training, failure to provide back up support and the supply of unqualified security officials.
- 10.20 Security officials shall either enforce and/or report on discrepancies with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 10.21 Security officials shall observe and comply with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 10.22 Where required, security personnel shall have completed first aid training by a recognized First Aid Training organization using qualified instructors.
- 10.23 The Northern Cape Provincial Treasury has the right to amend, modify and re-issue Post orders or other special orders. This modification to the basic Service Level Agreement should not otherwise affect the SLA unless such changes increase or decrease the number of work hours required.
- 10.24 Northern Cape Provincial Treasury reserves the right to have the security company:
 - Remove and replace incompetent security officials;
 - Conduct inspections regarding behavior, appearance and performance; and



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- Determine security official suitability on re-assignment.

- 10.25 The security company shall not provide security guards that have been on duty for more than 13 consecutive hours (as an example) and the guards shall have had a break of 11 hours (as example) between shifts. Applicable labour legislation and agreements must be adhered to.
- 10.26 The security company shall furnish security guards with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.
- 10.27 The security company shall use experienced personnel to provide on-the-job training at no cost to the department before new security guards are assigned or re-assigned to a post on their own.

11. BID EVALUATION CRITERIA

The bids will be evaluated on functionality. A bidder that scores less than 60% for functionality will be regarded as non-responsive and will be disqualified. All bidders who receive 60% and more for functionality will further be evaluated on points for price and BEE rating. The elements that will be considered for determining functionality include:

11.1 FUNCTIONALITY CRITERIA

Criteria	Guidelines for criteria application	Weights
Past Experience	Experience of service provider to undertake the scope of work involved Brief description of scope and scale of current and past projects undertaken Three written references or more	30
Team Capacity	The service provider should demonstrate the capacity of his/her team to carry out work required Each CV should not be longer than 2 pages and should be structured as follows Educational and professional qualification in the security industry Name of previous employers and position Relevant projects undertaken in security industry Role in services to be provided in this tender.	30
Structure and Capability of the company	Resources for carrying out guarding security services Methods of supervision of guards Approaches to training of staff Risk management strategy Legal compliance (PSIRA/ SAPS) Control room availability	40



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These points will, therefore, be allocated on the assessed ability of the participant to deliver the services required. Anyone who scores less than 60% points for functionality will be disqualified.

11.2 The proposals will be evaluated in three phases, namely:

All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the only form or format in which these documents must be submitted. Failure to adhere to these requirements will result in the rejection of the entire submission.

11.2.1 Phase 1: Compliance with the Statutory Requirements:

1. All prices provided must be inclusive of Value-Added Tax (VAT)

Please note that the prices contained in the pricing proposal are the only charges that may be levied if the bidder's proposal is successful, unless explicitly agreed to in writing by the Northern Cape Provincial Treasury, and in terms of the General Conditions of Contract.

2. General Conditions and Procedures of the NCPT.

Bid participants must indicate clearly that they have read this document (evidenced by acceptance letter), and have no objections to being bound by its contents. Where any provisions of the General Conditions and Procedures conflict with this General Information for Bidders and/or Terms of Reference, the latter will take precedence over the General Conditions of Contract.

3. Contract Form: Rendering of Services

See NCP 7.2 This will only be completed by the successful bidder once a selection has been made by NCPT. Bidders do not, therefore, need to complete this form at the bidding stage but their proposals must clearly indicate that they have read this form, and have no objections to signing it as is, if selected as the successful participant.

4. Joint venture, Partnership and Consortium agreements

All bidders participating in joint ventures, partnership and consortiums should outline these arrangements in duly signed agreements. The agreements must fully comply to all relevant principles. Failure to submit a valid, agreement **WILL** result in a proposal being rejected.



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5. Tax Clearance Certificate

Please complete form NCP 2. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink. Failure to submit a **valid, original tax** clearance certificate issued by SARS **WILL** result in a proposal being rejected. Please note that the Tax Clearance Certificate submitted must be valid for at least one month after the closing date of the tender. Tax clearance certificates should be submitted for all parties involved in the event of partnership, joint ventures and sub-contracting arrangement.

6. Preference Points Claim Form

Form NCP 6.1. Bidders must complete in full. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected. Original B-BBEE or **certified B-BBEE certificate** should be submitted in order claim preferential points. Joint ventures should produce a joint B-BBEE certificate. Failure to submit an original or certified, B-BBEE certificates **WILL** result in non-allocation of points.

7. Declaration of Interest

Form NCP 4. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal being rejected. All parties should complete the NCP 4 in the event of partnership, joint ventures and subcontracting.

8. Declaration of past Supply Chain Management Practices

Form NCP 8. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal being rejected. All parties should complete the NCP 8 in the event of partnerships, joint ventures and sub-contracting.

9. Part Nine – Certificate of Independent Bid Determination

Form NCP 9. Non-Disclosure Agreement. Bidders must indicate clearly that they have read this agreement, and have no objections to signing it, as is. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal



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being rejected. All parties should complete the NCP 9 in the event of partnership and joint ventures.

11.2.2 Phase 2: Functionality Assessment

The responsive bids from Phase 1 will be evaluated according to the functionality criteria indicated above. All proposals that scoring less than seventy (60) out of one hundred (100) points for functionality will not be considered further.

All responsive bids will be invited to do a presentation on their proposals. Such an invitation will be honored at the bidder's own expense. During the second phase, the bid document and presentations will be scored on separate score sheets, using the same functionality criteria as outlined above, after which the final score for the functionality will be determined.

11.2.3 Phase 3: Evaluation on Price

During phase 3 each of the bidders who were shortlisted as per phase 2 will be further evaluated on points for price in terms of the Preferential Procurement Regulations (2011), the Supply Chain Management Procurement policies, as well as the points for BBBEE status if the requirements for the submission of BBBEEE certificate submission is met.

ANNEXURE A

GUIDE FOR CALCULATING TOTAL BID PRICE PER OFFICER

	TOTAL
Hourly Rate	
Weekly Wage Cost	
Monthly Wage Cost	
Sunday Pay Premium	
Public Holiday Premium	
Leave Provision	
Sick pay	
Study Leave	
Family responsibility Leave	
Night Shift Allowance	
Provident Fund	
Bonus	

UIF	
RSC	
COLD/WCA	
Uniform	
Training	
Cleaning allowance	
Equipment issued for offices (Annexure B)	
<ul style="list-style-type: none"> • Metlife Towers • Kimtown Building • Telkom complex • Crossroads • Liebenhof 	
Shared of overheads	
TOTAL FOR YEAR 1	
TOTAL FOR YEAR 2	
TOTAL FOR YEAR 3	

GRAND TOTAL FOR THE BID (Amount to appear on NCP 1)

NB: The price quoted will be increased with the 8% annual price escalation for year 2 and year 3 respectively.

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE B

EQUIPMENT ISSUED PER OFFICER

SITE: METLIFE TOWERS,
FLOORS T, 1,2,3,4,5,6,7,8,9,10,14

TYPE OF EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Two-way radio			
Baton			
Security Spray			
Torch			
Handcuffs			
Other (Specify)			
TOTAL			

Please list the equipment that each officer will be provided with by your company. This annexure should be used as a guide to ensure that all possible expenses are covered. Please carry the total forward to Annexure A

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE B

EQUIPMENT ISSUED PER OFFICER SITE: KIMTOWN BUILDING

TYPE OF EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Two-way radio			
Baton			
Security Spray			
Torch			
Handcuffs			
Other (Specify)			
TOTAL			

Please list the equipment that each officer will be provided with by your company. This annexure should be used as a guide to ensure that all possible expenses are covered. Please carry the total forward to Annexure A

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE B

EQUIPMENT ISSUED PER OFFICER

SITE: TEMPLAR COMPLEX

TYPE OF EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Two-way radio			
Baton			
Security Spray			
Torch			
Handcuffs			
Other (Specify)			
TOTAL			

Please list the equipment that each officer will be provided with by your company. This annexure should be used as a guide to ensure that all possible expenses are covered. Please carry the total forward to Annexure A

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE B

EQUIPMENT ISSUED PER OFFICER **SITE: CROSSROADS BUILDING - SPRINGBOK** _____

TYPE OF EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Two-way radio			
Baton			
Security Spray			
Torch			
Handcuffs			
Other (Specify)			
TOTAL			

Please list the equipment that each officer will be provided with by your company. This annexure should be used as a guide to ensure that all possible expenses are covered. Please carry the total forward to Annexure A

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE B

EQUIPMENT ISSUED PER OFFICER

SITE: LIEBENHOF BUILDING – DE AAR

TYPE OF EQUIPMENT	QUANTITY	UNIT COST	TOTAL COST
Two-way radio			
Baton			
Security Spray			
Torch			
Handcuffs			
Other (Specify)			
TOTAL			

Please list the equipment that each officer will be provided with by your company. This annexure should be used as a guide to ensure that all possible expenses are covered. Please carry the total forward to Annexure A

NAME OF BIDDER:

SIGNATURE OF BIDDER:

ANNEXURE C

SECURITY STAFF COMPLEMENT

NAME OF THE BIDDER: _____

SITE	GRADES & NR. SECURITY PER SHIFT					
	SHIFT	NUMBER OF GUARDS	GRADE	SHIFT	NUMBER OF GUARDS	GRADE
Crossroads Building – Stringbok	07H00-17H00	1	D			
Liebenhof Building- De Aar	07H00-17H00	1	D			
Mettlife Towers FLOORS T, 1, 2,3,4,5,6,7,8,9,10,14	07H00-17H00	12	D			
Kimtown Building	07H00-17H00	1	D	17H00-07H00	1	D
Templar Complex	07H00-17H00	2	D	17H00-07H00	2	D

SUPERVISOR	07H00-17H00	1	C					
RELIEF STAFF		3	D					

NAME OF BIDDER:

SIGNATURE OF BIDDER: