

A R T S C A P E



an agency of the
Department of Sport, Arts and Culture

PROVISION OF 24-HOUR PROFESSIONAL SECURITY SERVICES

ART 07/2022

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
National Treasury CSD No. (MAAA.....)	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

**Tender Box Stage Door
Closing Date: 15 December 2022
Closing Time: 13h00 pm**

ARTSCAPE



an agency of the
Department of Sport, Arts and Culture

PROVISION OF 24-HOUR PROFESSIONAL SECURITY SERVICES

ART 07/2022

GENERAL TENDER INFORMATION

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COMPULSORY BRIEFING SESSION: 29 November 2022 at 11:00

TENDER CLOSING DATE : 15 December 2022 at 13:00pm

**TENDER SUBMISSION : Tender Box, Artscape Building 1-10
DF Malan Street, Stage Door, Cape Town**



PROVISION OF 24-HOUR PROFESSIONAL SECURITY SERVICES

ART 07/2022

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PART 1: PREFACE INFORMATION

1. INTRODUCTION

Artscape Theatre, Cape Town, invites tenders for the Provision of 24-Hour Professional Security Services for a period of three (3) years; with 13 Day Shift Security Officials and 11 Night Shift Security Officials, inclusive of public holidays and weekends. Security Services to be rendered to Artscape Premises at the Artscape Theatre Centre in Cape Town Foreshore, as well as at the Decor Stores at Epping Industria, at 2 Losack Avenue at Epping.

The Successful bidder should have a Western Cape based Security Operational office within a radius of 60 km from the Artscape and Epping premises, which will be inspected by the Client Representatives, prior to the awarding of the Security Services contract.

2. GENERAL

Artscape Theatre Complex requires the services as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

1. The conditions contained in the attached document apply.
2. The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain relating to any bid other than that that shown on the cover of the envelope.
3. Bids Submitted per post must be send per registered mail. The Bid must still reach this office before the closing date and time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid.
4. The closing date and time of the bid is clearly stated on the SBD1 form.
5. The attached forms, if completed in detail and returned will form part of your bid process.
6. Bidders must submit two (2) original hard copies of the proposal inside an envelope marked "proposal" and a scanned PDF format of the proposal, i.e Copy on CD or memory stick.

2.1 Tender Format

Tender Numbering Format must be adhered to. Compliance or Non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or Alternative Product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of Artscape.

2.2 Validity Period

The proposal must remain valid for a period of 150 days.

2.3 Contractual Implications

After awarding the Tender, this proposal together with its Tender terms, Conditions and Specifications will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility, regardless

of any third party or subcontracting agreements it may enter into. Artscape has the right not to award the tender.

2.4 Awarding of Contract

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the security services provided, will be of a superior standard, and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of Artscape, to one or more concerns on a non-exclusive basis.

Proposals / tenders that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so, may invalidate the proposal. Artscape may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Artscape may also request a demonstration, and bidders must comply with such a request within 24 hours.

3. BID NOTICE

Bid Number: ART 07/2022

Bid Description: Provision of 24-Hour Professional Security Services for a period of three (3) years

Name of Institution: Artscape Theatre Centre

Place where goods, works or services are required: Artscape Theatre Centre, 1-10 DF Malan Street, Foreshore, Cape Town

Closing Date / Time: 15 December 2022 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9800/Ext 9835,

Email: tenders@artscape.co.za

Any enquiries regarding technical information may be directed to:

Email: tenders@artscape.co.za

Briefing Session

A compulsory briefing session will be held on:

Date: 29 November 2022

Time: 11:00 (Morning)

Venue: Artscape Theatre, Stagedoor, DF Malan Street, Foreshore, Cape Town

Where bids should be delivered:

Physical Address: Tender Box, Artscape Building (Stage Door) 1-10 DF Malan Street, Foreshore Cape Town

The envelopes must be addressed to:

The Supply Chain Management Artscape and clearly marked

“Artscape - PROVISION OF 24-HOUR PROFESSIONAL SECURITY SERVICES FOR A PERIOD OF THREE (3) YEARS – Tender No. ART 06/2022” with the Bidder’s name below that. Tenderers are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained:

Website: www.etenders.gov.za or www.artscape.co.za

Physical Address: Artscape Theatre, DF Malan Street, Foreshore Cape Town

This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge and Artscape website at www.artscape.co.za. Alternatively, this Tender Document may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those Tenderers that require a copy from Artscape rather than downloading from the website.

Special Conditions:

Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the 80/20 scoring principle as provided for in the Preferential Procurement Regulations, 2017. The Bidder must provide proof of registration on National Treasury’s Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier.
www.csd.gov.za.

The bidder must complete all documents in full and submit these with the proposal.

4. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & submitted
1	SBD1	Invitation to tender	To be completed in full	
2	SBD2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN in order for Artscape to Verify	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Interest	To be completed in full	

5	SBD6.1	Preference point claim form	To be completed in full You may submit a Sworn affidavit.	
6	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Independent Bid Determination	To be completed in full	
8	TOR	Terms of reference	To be read and applied	
9		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
10	GCC	General conditions of Contract	Initial each page	
11		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below: Note 1	
12		PSIRA Accreditation	Accreditation/Certificate to be submitted	
13		Proposal NB. Technical Threshold – 70%	To be compiled and submitted in line with requirements of the Terms of Reference	
14		Bid Invitation	2 Original and a copy on CD or Memory Stick	

Additional Notes:

1. Broad based Black Economic Empowerment (B-BBEE) rating 3 or better to be submitted.

- a. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

- b. public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- 2. Check list to be completed and attached to the proposal.
- 3. Incomplete documents will be regarded as non-responsive.
- 4. All forms to be completed in black ink.
- 5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information and initialling the change.
- 6. No late quotations / bids will be accepted.
- 7. Artscape reserves the right to award or may not award the bid; to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....

.....

NAME:

TITLE:

DATE:

PART 2: TECHNICAL SPECIFICATIONS PACK

5. SCOPE OF PROJECT

The duties covered by this specification covers the provision of a 24-hour professional Security Services to the Artscape Centre at Cape Town Foreshore as well as at their Décor stores at Epping Industria for a period of three years. The level of services to be provided, the calibre of personnel required, and other details are contained in part two of this document.

5.1 EXTENT OF SERVICE

The tender calls for the provision of 13 Day Shift Security Officials and 11 Night Shift Security Officials, inclusive of public holidays and weekends.

BREAKDOWN:

1. 1 x Site Security Manager Grade A Wednesday – Sunday (Flexi Hours)
2. 1 x Shift Supervisor Grade B (24 hours)

As well as the following additional Security Posts to be manned at Artscape and Epping Premises:

3. 1x Main Reception - (Stage Door) 24 hours (Grade C Officers)
4. 1 x Control Room Operator - (24 Hours) Grade C Officers
5. 1 x Box Office - 24 hours – Grade C Officers
6. 1 x Arena - 24 hours – Grade C Officers
7. 1 x Marble Foyer - 24 hours – Grade C Officers
8. 1 x Theatre Foyer - 24 hours – Grade C Officers
9. 1 x Maingate - 24 hours - Grade C Officers
- 10.1 x Tunnelgate - 24 hours Grade C Officers
- 11.1 x Zip Zap Dome - 24 hours – Grade C Officers
- 12.1 x Assistant Supervisor -24 hours - Grade C Officers
- 13.1 x Epping Premises - 24 hours - Grade C Officers

The Security Staff are to be responsible for the following:

- I. Performing Continuous Patrols of the Artscape Theatre Perimeter.
- II. Performing Continuous Patrols of the Interior / Exterior of the Artscape Theatre.
- III. Effective Staff, Artist and Visitor Management Skills.
- IV. Effective Car Park Management Skills.
- V. Providing Support Services to Staff, Artist, Patrons and Visitors.
- VI. Effective Communication Skills.

As the Security Services are required to be provided on a 24-hour basis, sufficient personnel must be available to protect all of these locations on a shift basis, and the relevant personnel must be specifically trained and allocated to this particular project.

Please note the security services are not limited to the above Requirements only, as the Client Representative has the right to change or add to the task list at any given time.

6. DUTIES OF STAFF

In addition to the general duties as set out in part two of this document, it will be expected of the security staff that they be specifically trained to operate the following Security systems already in place on the premises: CCTV system

- Bio metric Access Control System.
- Fire Safety Equipment.
- Public Address System (Evacuation System).
- Panic Buttons Responses.
- Crowd Control Training.
- Public Relations Training.
- Emergency Evacuation Training.
- First Aid and Fire Training.
- Conflict Handling Training.

7. DEFINITIONS

The following definitions supplement those contained in the general conditions:

“Security Service Provider” means the company appointed to execute the contract

“Site Security Manager” means the individual who has been properly authorized and designated by the Security Service Provider.

“Client” means Artscape.

“Project Manager” means the individual who has been properly authorized to overall manage the security contract and designated by the Security Service Provider.

“Working Hours” means those hours as defined by Artscape.

8. SCOPE OF WORK

- Provide appropriately equipped and well –trained certified and/or licensed Security Personnel at the location specified in this specification for the protection of the Client’s employees, the general public, assets and properties.
- Ensure that the security personnel carry out the primary duty of safeguarding the Client’s employees, the general public, assets and the property properly. The Security Service Provider shall provide all labour, supervision, material and equipment necessary to perform and complete

the service in all respects in accordance with the Contract Documents. All services shall comply with the Client's special requirements arising out of the specific requirement of the complex.

The Security Service Provider must furnish the Client with its Standards of Conduct that the Security Personnel will abide by.

The Security Service Provider shall not be entitled to be paid or reimbursed by the Client for any Service or any other labour, supervision, material or equipment that is in excess of the scope of Service. Any unauthorised extra services furnished by Security Service Provider except in accordance with his Agreement will be provided at the Security Service Provider's sole cost and expenses and, to the fullest extent possible under applicable law, the Security Service Provider waives any claim for unjust enrichment of the Client arising out of any such extra services.

The Security Service Provider shall provide throughout the term of the contract to the Client, such response, co ordinating and monitoring services as may be required to effectively deliver the Security Services, which shall include but not be limited to:

- The provision and maintenance of an all-call service centre on a twenty four hour, 365 day per year basis accessible by means of a single toll free telephone number, pursuant to which the Client or its Representatives may order Periodic Services for the applicable Property and report any failures or insufficiencies in the delivery of any Services.
- The monitoring and auditing of the quality of Services provided by the Security Service Provider and all of its Subcontractors, including but not limited to both scheduled and unscheduled on-site inspections, surveys of Client Representative satisfaction, and communications with Client Representatives following reports of failures or insufficiencies in the delivery of services. The foregoing shall include review of incident and other reports and communication with designated Representatives regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost saving (while preserving the integrity of security services) and improvement of safety procedures.
- The designation of the one or more account managers from time to time to address any failure insufficiencies in the delivery of Services or any other arising in the implementation of this Agreement.

All changes, modification, deletions or additions to the Services that will result in any change must be requested and approved in writing by the Client prior to any such change, modification, deletion or addition.

The Security Service Provider may procure one or more Subcontractors to accomplish one or more aspects of Services to be performed with respect to the Property only with the prior written approval of the Client's Agent. Notwithstanding the foregoing, the Contractor shall remain fully liable to the Client for the acts or omissions of any subcontractors and no subcontractors shall be deemed to be a contractor, agent or employee of the Client.

Upon termination of this Agreement, the Security Service Provider shall co-operate with the Client in transferring all documents, books, records and other

property in the Security Service Provider's possession or control, as may be reasonably designated in writing and in otherwise providing for the ordinary and professional change in performance of services.

9. SERVICES TO BE PROVIDED

The services to be provided are armed (WHEN REQUIRED) and unarmed security services at Artscape/ Epping owned premises and their associated parking structures and buildings as defined in more detail hereunder.

The Security Service Provider shall provide whatever is reasonably necessary to protect the Client's employees, the general public, assets and all properties.

These services include standing security posts, roving security patrols, monitoring infrastructures, and carrying out such other basic security tasks and requirement by individual properties per property-specific post orders.

Security personnel working under the Contract shall report to work in neatly security uniforms provided by the Security Service Provider. The uniform shall clearly identify the employee as a security person working for the Security Service Provider and shall include a photo ID badge and (Private Security Industry Regulatory Authority) PSIRA number, as well as a reflective jacket for each employee. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shone in a satisfactory manner. Security Personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work, and the Security Service Provider shall provide an immediate suitable replacement, as necessary, to avoid any lapse in coverage.

The Security Service Provider shall be responsible for the following at each location where its services are used by the Client:

- Maintain discipline, excellent appearance, professional demeanour, integrity and attention to duty among all security personnel
- Require security personnel to enforce the Client and the Security Service Provider's security policies, procedures, and instructions. Security personnel shall perform all duties in accordance with oral or written instructions provided by appropriate Client personnel. Security Personnel shall read and become familiar with all local government security policies and procedures, to include emergency evacuation procedures. Security Personnel shall contact the on-call Client personnel if situations arise that the Security Personnel do not know how to handle.
- Develop clear laminated site-specific instructions and post orders within 30 days from the start date.
- Site-specific instructions and post orders must be approved by the Client prior to distribution.
- Furnish trained and qualified unarmed or armed security personnel in sufficient number to provide Security Services as requested by the Client. This security service will be continuous, regardless of weather, disaster, or threatened or actual organized labour action. These Security Services provided will include, but not be limited to, the following:

1. Administering the Client's site security procedures and post orders.
2. Proper Access control of persons, vehicles, and other property.
3. Quality Site Surveillance (by CCTV, foot or vehicle).
4. Clear Identifying and reporting of security and safety violations.
5. Maintaining files for security-related documentation.
6. Assisting Client personnel in all emergency situations.
7. Ensuring that prompt action is taken to prevent or minimise losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Personnel shall take appropriate action on any breaches of security, suspicious activity, or safety hazards in notifications in accordance with local Law Enforcement, Occupational Health and Safety Act requirements.
8. Assist Artscape Management in the execution of an effective and efficient site tested fire safety programme.
9. Effective operating of the security console, security system, lift system, fire and life safety system, and other safety devices installed and maintained by the Client.
10. Monitor alarms, surveillance screens, and recording devices; monitor the fire alarm system and respond to any alarm sites, communicate findings to the Security Manager to determine if the situation warrants contacting the SAPS or Fire Department.
11. Restrict any personnel from entering the Control Room. Only authorised personnel allowed inside the CCTV department.
12. Establish and maintain radio and/or cellular phone contact with the Client. Regular client interaction on a daily basis.
13. Monitor unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the building and property.
14. Conduct random walking patrols at least two (2) times every hour throughout the building (including interior stair wells) grounds and parking lots, being alert for suspicious persons, suspicious parcels, personal and State property exposed to theft, and safety concerns. The Security Personnel shall vary the rounds so as not to be predictable in the arrival times or the time spent at each location.
15. Follow written instructions that outline specific activities and conduct of officers. These instructions will clarify and identify agents of the Client that have authority to direct contract security employees.
16. Maintain site-specific instructions and post information at the security station.

The Client as notified by the Security Service Provider shall maintain a duty roster of all Security employees. The Security Service Provider shall ensure all Personnel display a photo I.D. when working any hours on site. Any person or persons reporting for work and identifying themselves as someone other than a person whose name is contained in this official Security Personnel duty roster shall be denied access to the building and reported to the proper authorities.

A Security Officer, who is on duty, shall be capable of responding to any call received within a time period not exceeding five minutes.

Security Personnel shall be available as required for special events, and unexpected security needs.

10. ELIGIBILITY CRITERIA

All Security Personnel and Site Security Manager employed by the Security Service Provider at Artscape are required to meet the following requirements:

- I. The Security Service Provider must be registered with the Private Security Industry Regulatory Authority (PSIRA) to perform security services and each Security Officer utilized shall have a minimum of two years public relations /security experience and be registered with PSIRA.
- II. Security Personnel shall be physically qualified and competent to perform all Security Related duties and have undergone an up to date medical evaluation.
- III. Proper Security and SAPS Clearance shall be made of all Security Personnel used by the Security Service Provider, a copy of which will be provided to the Client before all Security Personnel be allowed to work at the Security Contract. The Client reserves the right to reject any proposed Security Personnel based on background check information.

11. HIRING STANDARDS AND POLICIES

a. Minimum Hiring Standards:

The Security Service Provider's security officers shall meet or exceed the minimum standards as requested before assignment to the premises:

Valid South African Identification Document

Successfully pass a drug test.

Successfully pass security clearance test for the city, country, SAPS

Successfully pass a pen and paper writing test including, spelling and grammar and communication skills.

Complete all required training courses as mandated by the Private Security Industry Regulatory Authority (PSIRA).

Meet all Security Grade requirements prior to placement at Client's premises.

The Security Service Provider's Site Security Manager, Shift Supervisor and Security Personnel must be computer literate and able to read, write, speak and understand English clearly. Preferably, Security Personnel

must be articulated, in two of the three official languages English, IsiXhosa and or Afrikaans.

Comprehend oral and written instructions, procedures, and materials.

Be physically able to accomplish various tasks that must be performed, including but not limited to quickly ascending and descending multiple flights of stairs and lifting weights of at least 20 Kilograms.

Possess a well-developed level of maturity as necessary for professional interaction. Always treat a person with dignity and respect.

Present a neat, clean, and well-groomed appearance while providing services. Security Officers not to mix their Uniform with civilian clothing, while at Client's premises.

b. Policy: Drug, Alcohol, and Other Contraband

The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid prescription), simulate (look-alike) drugs, drug paraphernalia, alcohol, firearms, explosives, and other weapons on owner's premises is strictly forbidden at all times. The Security Service Provider will be required to comply with and enforce this policy, with respect to their employees, as part of employment.

For the purpose of this policy, the use of possessions of property belonging to the Client, or to another person, without the permission of the rightful owner of such property, will be considered a violation.

The Security Service Provider must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items in form and content acceptable to the Client. The Security Service Provider shall ensure that copies of said policy are provided to all security officers.

The Security Service Provider shall maintain a comprehensive drug and alcohol testing program at all times during the term of this contract. The procedures for such programs, including any related policies, will be provided by the Security Service Provider as a part of a bid submittal.

The Client reserves the right to conduct reasonable searches of security officers, including privately owned vehicles, while on the property at any time, if permissible under applicable local laws.

The Security Service Provider shall be solely responsible for ensuring that employees assigned to the building have been informed of and understand this policy and shall monitor compliance with said policy as provided above.

The Security Service Provider shall conduct a drug/urinalysis test on personnel prior to assignment to the building. Results of such testing will be provided to the Client. Personnel who return a positive test on a drug screen shall not be assigned to the building.

Security officers found in violation of this policy will be immediately relieved on duty. The Security Service Provider and local authorities will be notified.

12. STAFFING

a. Staffing Requirements:

Staffing shall be in accordance with the facilities list which will be provided by the Client. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Security Service Provider shall be solely responsible and liable for filling these positions. Advanced notification is required of any Security Officer taking approved leave time and the Security Service Provider must provide information as to who the replacement Security Officer will be. The Security Service Provider shall not be compensated for any additional services performed unless approved and authorized under separate agreement by the Client. The Security Service Provider shall make Security Personnel available to the Client, based on established scheduled hours for the proposed length of the Contract. The Client shall not provide payment for overtime unless requested/authorized in writing by the Client.

The Security Service Provider may be authorized or required to furnish unscheduled uniformed officers for the premises or other location(s) designated by the Client according to the rates established in pricing schedules when the need represents less than 10% of overall normal staffing at each site location.

The Security Service Provider shall submit job descriptions for all positions to be approved by the Client.

b. Utility/Reinforcement Staff:

The Security Service Provider shall maintain and show evidence of available utility/reinforcement officers and supervisors ready to assist the Client immediately in the event of flood, fire, natural/manmade disaster, or any other emergency.

The Security Service Provider shall supply relief officers (up to 10% of normal staffing requirements at each site location) as necessary, at no additional cost to the Client, to ensure that all the assignments are performed as required. For immediate staffing requirements that exceed 10% of normal staffing, at each site location, due to an emergency need, additional provisions may be applicable as outlined in the Contract. The Security Service Provider shall supply the Client with notification of any changes to the master schedule or vacation schedules no less than Fourteen (14) days in advance. Prior to any officer being assigned to a building, whether as a permanent employee or temporary replacement, the Security Service Provider shall certify that all the requirements of this Agreement have been met. The Client reserves the right to interview all new employees prior to placement. It is understood that the Security Service Provider will maintain a group of substitute/alternate officers trained on the Client's building for assignment as required. The Security Service Provider shall supply an updated list of trained officers on a quarterly basis or as needed.

The Security Service Provider shall provide coverage of additional shifts

of special requests at standard hourly billing rates.

c. Security Officer Turnover Rate and Re-Staffing Requirements:

The Client and Security Service Provider agree that officer turnover rates are of primary concern to the Client. The Client and Security Service Provider agree to employ a continuous effort to achieve below industry standard turnover rates. Turnover shall mean the number of security officers hired to replace those leaving and dropped from Security Service Provider's work force. Turnover rates shall include Security Officers who willingly leave the company, are dropped from the work force, or are dismissed but not to include personnel changes at the Client's request. Turnover rates will be calculated on an annual basis starting on the contract commencement date and ending the day before the one-year anniversary date. This schedule will be followed annually until contract expiration. A turnover rate in excess of the industry standard could constitute cause for contract termination.

The Client reserves the right to reject any employee of the Security Service Provider who is deemed as not yet competent. The Security Service Provider shall not be compensated for overtime paid to contract employees called in the re-staff vacated shifts that do not have a permanent officer stationed for any reason.

d. Coverage

In the event there is no security officer available for any shifts, the Security Service Provider will make sure that a security qualified person covers the required shift.

e. Limitation on Man-hours

No Security Officer shall work more than (12) consecutive hours, in any twenty-four (24) hour period. This limitation may be waived by the Client in emergency situations that are beyond the control of the Security Service Provider. The Security Service Provider must notify the Client's Agent and Supply Chain Management about any emergency situation as it occurs and request a waiver for each occurrence.

f. Officer rotation

The Client reserves the right to require the transfer or rotation of any or all Security Officers at time intervals specified by the Client.

g. Shift relief

Security Officers may not leave assigned posts at any time during or at the end of a shift, unless specifically authorized by the Client. Security Officers may not leave Artscape premises at any time during the shift. Security Officers shall bring their necessary meals for consumption on the premises.

h. Supervision

The Security Service Provider shall provide an assigned Contract Manager to assure adequate supervision of all contract personnel. The Contract Manager has to earn his position with proven performance records and may be interviewed by The Client prior to assignment. The

Contract Security Manager's duties shall include, but not be limited to, the following:

1. Interview and approved all newly hired staff for The Client's property portfolio.
2. Oversee creation and quarterly updates of the building fire /Disaster Plans and Building Post Orders.
3. Ensure security personnel maintain contract compliance (i.e., training, licenses, certification, etc.)
4. Facilitate effective communication with on-site Client Representatives and security officers.
5. Recommend additional staffing.
6. Meeting with Client Agent on a daily basis.
7. Submit Daily / Weekly and Monthly Reports.
8. Onsite Training and evaluation of Security Staff.
9. Assist with Health and Safety Inductions.
10. Investigate and submit Reports of all Incidents.
11. Assist with compiling of Monthly Audits.

i. Inspections

The Security Service Provider shall:

1. Provide a Salaried manager who will conduct regular, unannounced inspections to ensure Security Guard personnel's compliance with all established regulations. Inspections will consist of not less than one visit per shift each week. It must be documented as required.
2. Have frequent, documented unannounced inspections day and night by senior regional management personnel, including branch managers, and periodic inspections by regional managers and corporate compliance officers.
3. Submit documented reports on all inspections to corporate headquarters and the Contract Manager to ensure continued supervision of each account.
4. Utilize site inspections as time for further training. Training properly recorded for reference.

13. TRAINING

a. Training Co-ordinator

The Security Service Provider shall provide a designated Training Co-ordinator for the Client's property portfolio to assure adequate training is conducted for all security personnel. The Training Co-ordinator position may be held by a branch trainer or account manager as appropriate to the portfolio size. All training will be at the sole cost and expense of the co-ordinator. The Training Co-ordinator is also responsible for the

following:

1. Train all staff in the Client's initiatives, customer service, code of conduct etc.
2. Co-ordinate staff training in CPR, First Aid, Blood Borne Pathogens, Hazardous Materials, as required.
3. Co-ordinate and facilitate staff development, licenses, permits, certifications, etc.
4. Administer monthly quizzes for security officers re-train any officer who fails at contractor's expenses.
5. Train staff in appropriate actions to take related to violence in the workplace.

Copies of all lesson plans and training records will be provided to the Contract Manager.

b. *Mandatory Officer Training*

The Security Service Provider, at their expense, shall ensure that newly assigned officers are trained in the following areas:

- Site Patrol and observation techniques
- Report writing, communication skills.
- Customer service and public relations
- Fire safety and prevention (First Aid level 2)
- Bomb Recognition
- Conflict management
- Interpersonal skills
- Incident investigation
- Crime prevention
- Handling threatening/hostile individuals
- Computer literacy and CCTV Training
- Emergency Call Procedures
- Compiling employee log sheets to log the inspections and observations of internal and external patrols.
- Operation of a two-way radio with ear and mouthpiece, cellular telephone or other device, to be able to properly communicate to the Control Room, fellow colleagues and general public, etc.
- Procedures for identifying and handling suspicious parcels.
- Procedures for identifying and safety responding to bio-medical hazards.

Prior to assignment of duty as a security officer at the Client's Property, each security officer shall complete adequate orientation and basic security training related to site specific issues. These are to be conducted by the Security Service Provider at the premises. Each

trainee must be tested. Test and results shall be provided, prior to employment at Client's premises. Original records of site-specific training and test results will be maintained by the Security Service Provider. All training and testing will be at the sole cost and expense of the Security Service Provider.

The Client's premises shall not be used as a training site for Security Service Provider personnel destined for assignment at other sites.

c. On-Going Officer Training

Each Security Officer shall also receive a minimum of eight (8) hours of training every twelve (12) months at the sole cost and expenses of the Security Service Provider.

d. Certifications

All security personnel shall meet local licensing requirements. Copies of licenses and certifications must be provided to the Client upon receipt.

14. CLIENT FURNISHED ITEMS

The Client shall furnish, without cost to the Security Service Provider, the following materials and equipment to be used in connection with the performance of this contract:

- I. On-Call List for each building
- II. Emergency Call Procedures

Keys/Access cards for the access to the site shall be issued to Security Officers. The Security Service Provider shall be responsible for securing and maintaining the keys/access cards in good working condition. The Client shall replace lost keys/access cards at the Security Service Provider's expense. All lost keys/access cards will be recorded.

The Security Service Provider shall assume full responsibility for all equipment issued by the Client to solely perform the duties contained herein. The Security Service Provider shall reimburse the Client, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of the Contract, all equipment will be returned to the Client in good operating condition, less reasonable wear and tear.

15. CONTRACTOR FURNISHED ITEMS

a. Uniforms

All security personnel assigned to the property shall be appropriately uniformed in accordance with applicable standards. Security Personnel to wear a reflective jacket for visibility. The Security Service Provider shall be responsible for all uniform costs.

b. Communication Equipment

The Security Service Provider shall provide each Security Personnel with a reliable communication device and all necessary communication equipment such as earpieces, mouth pieces ETC. to perform their duties. This will include but not be limited to a fax machine, two-way radio and cellular telephone with long distance call out capacity. Actual cost for voice lines shall be to the Security Service Provider's expenses.

One two-way radio is to be assigned to the Client's Agent, and (1) cellular phone, Laptop, 3G Card to the Service Provider's Representative (Site Manager), for offsite effective usage also.

c. Procedures

The Security Service Provider shall provide all necessary documents required to perform services to the Security Personnel, within ten days after the Contract's effective date.

16. REPORTING PROCEDURES

The Security Service Provider shall provide The Client and the Client's Agent with written reports relating to key performance indicators and other matters in such form (including but not limited to electronically transmitted spreadsheet formats or otherwise) as may be reasonably agreed upon from time to time and at such frequency as required by The Client or The Client's Agent from time to time, including but not limited to cost minimization activities, Service exception reports, satisfaction and performance surveys, Periodic Service requests and monthly call centre logs (with issue status reports). On a quarterly basis the Contractor shall provide a spreadsheet to The Client's Agent listing the name and ID number (or other unique identifier) of each employee assigned to the property, indicating the location of deployment. As part of the Security Service Provider's hiring process, they shall be responsible for screening prospective employees. Such certifications shall be noted on the quarterly reports and shall be available to the Client's Agent immediately upon request.

Reports shall be provided through a web-based reporting tool on a monthly basis.

Any unusual events will be summarized briefly in the Post Logbook maintained at the site for identification of the principals later if further investigation is needed.

The bound Post Logbook will become the property of the Client upon termination of this Contract.

An Extraordinary Single Incident Report must be completed when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security Guards should consult with Contract Supervisors to determine when a special report may be required. Any incident that requires an extraordinary Single Incident Report will also be verbally reported to the Site Security Manager immediately after the incident occurs.

Written monthly reports for the Client detailing the previous month's security-related activity and crime incidents that occurred at each post shall be submitted. Specific tables, charts, summaries, etc shall be included in these reports.

A detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to this Contract shall be provided.

A log of all significant events that take place during the shifts shall be maintained. Each shift shall start with a new log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety of building maintenance events, the time that they occurred and the corrective actions that were taken.

The Security Service Provider shall issue monthly and quarterly reports to the Client detailing a professional observation of current security practices. Any

recommendations will be considered, at the discretion of the Client.

In the case of any action or unusual incident, the Client's Agent and Contract Manager shall be notified, and the incident must be recorded in the Security Occurrence Book.

Each Security Officer shall sign on and off duty in the Security Register at each shift.

The Security Activity Reports will be copied and sent to the Client' Agent and Supply Chain Management.

17. PAYMENT

Payment shall be made on a monthly basis, at the end of each month, for work previously performed and upon proper invoicing and reporting. Artscape has the right to withhold any payment due to short staffing of security officials or where the monthly security services standards were not met.

18. INSURANCE

Promptly after awarding the Contract and before performing any inspections the Security Service Provider shall issue proof of insurance to the Client. The Security Service Provider shall, at its own expense, secure and maintain the insurance coverage required by law and by the general conditions, as modified by this section.

Insurance coverage shall include:

1. The Security Service Provider shall secure and maintain errors and omissions coverage in the amount of R 1,000,000.
2. Personal Injury Liability.
3. False arrest, detention and imprisonment, or malicious prosecution
4. Wrongful entry or eviction or other invasion of the right of private occupancy.
5. Assault and Battery offenses.
6. Third party theft from clients.
7. Comprehensive Automobile Liability – The policy shall provide bodily injury and property damage liability insurance for all owned, hired and non-owned automobiles used by the Contractor in its operations.
8. All required policies shall provide for ninety (90) days prior written notice to the Client of cancellation of any coverage. At The Client's request, the Security Service Provider shall provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days before the expiration or termination of any insurance.

19. SECURITY OFFICE

The Client shall make a suitable workspace available to the Security Service Provider at Artscape and Epping.

**ARTSCAPE
SPECIFICATION FOR THE SUPPLY OF A 24 HOUR SECURITY SERVICES
SPECIFICATION PART 3: INFORMATION SCHEDULE**

3.1 This schedule is to be completed in full by the tenderer.

Name of Tenderer			
Street Address:			
Postal Address:			
Phone number		Fax	
e-mail address			
Company PSIRA Registration Number:			
Company type (CC/Limited Company etc)			
Company registration Number:			
Does your company operate a 24-hour security call Centre?		Y	N
Provide contact telephone number details			
Provide contact telephone e-mail address			
Name of Proposed Project Manager:			
Name	PSIRA Registration No	Grade	

Number of Staff members employed in total by the Company			
GRADE A		GRADE B	GRADE C
Rate for provision of additional staff for special shifts			
GRADE A		GRADE B	GRADE C
Have Background checks been made of all these staff members mentioned above? (Copies to be provided on request)		Y	N
Have SAPS security checks been carried out for these members? (Copies to be provided on request)		Y	N
Are details of Company policy and testing programme on drug and alcohol testing attached?		Y	N
Have all staff members nominated for this project passed the necessary literacy tests?		Y	N
Tenderer to confirm that the following documents have been submitted with this tender:			
Standards of conduct with which personnel will comply		Y	N
List of references		Y	N
List of current sites that are provided with security staff by the tenderer		Y	N

3.2 Provide a detailed pricing schedule for the 3-year period of contract.

Signature of authorised person in the organisation:

.....

Name and Surname (please print):

.....

Date:

ARTSCAPE SPECIFICATION FOR THE SUPPLY OF A 24 HOUR SECURITY SERVICES

SPECIFICATION PART 4: EVALUATION

All bid offers received shall be evaluated based on the following criteria,

1. Gate 0 – Submission of Standard Bid Documents (SBD's),
2. Gate 1 – Compliance to the conditions of bid,
3. Gate 2– Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality),
4. Gate 3 – Price and preference points system as specified in the Preferential Procurement Regulations of 2017

EVALUATION CRITERIA

1. Pre-qualification Stage:

This stage of the evaluation will entail disqualifying bidders who have not provided the following:

- I. Proof of registration on National Treasury's Central Supplier Database (CSD) which reflects that the bidder is an active supplier, is tax compliant and is not a restricted supplier
- II. Proof of registration with the Private Security Industry Regulatory Authority (PSIRA)
- III. List of at least Three (3) contactable references
- IV. Proof of registration as an employer with the Compensation Commissioner and the Unemployment Insurance Commissioner
- V. Proof of Public Liability Insurance

2. Functionality evaluation:

All qualifying bids would be evaluated for functionality. The table below contains the weights for each functional requirement component

CRITERIA	Weighting						
1. Experience and Standing: Number of years in business, supporting evidence must be provided	15						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0-5years</td> <td style="text-align: center;">5-15 years</td> <td style="text-align: center;">15 years +</td> </tr> <tr> <td style="text-align: center;">5 points</td> <td style="text-align: center;">10 points</td> <td style="text-align: center;">15 points</td> </tr> </table>	0-5years	5-15 years	15 years +	5 points	10 points	15 points	
0-5years	5-15 years	15 years +					
5 points	10 points	15 points					
2. Capability and References The service provider must demonstrate capacity to deliver, both financially, through human capacity and technically. At least five (5) reference sites where security	20						

<p>services have been rendered as well as the period over which the service has been rendered, must be provided in the bid. Letters from the sites will serve as evidence for the service that has been rendered.</p> <p>Four (4) points will be allocated for each additional references provided, maximum points is 20 for five (5) additional references provided</p>									
<p>3. Resources & Staffing:</p> <p>CV's must be provided of the senior proposed team that will be managing Artscape, which include Project Manager, Site Manager and Site Supervisor (Compulsory). 5 points will be allocated for a set of 3 CVs.</p> <p>Qualifications for management, each security related qualification will score 5 points.</p> <p>Resources & Staffing Table</p> <table border="1"> <thead> <tr> <th>0-5years</th> <th>5-15 years</th> <th>Set of 3 X Formal CVs</th> <th>1 X Qualification</th> </tr> </thead> <tbody> <tr> <td>5 points</td> <td>10 points</td> <td>5 points</td> <td>5 points</td> </tr> </tbody> </table>	0-5years	5-15 years	Set of 3 X Formal CVs	1 X Qualification	5 points	10 points	5 points	5 points	20
0-5years	5-15 years	Set of 3 X Formal CVs	1 X Qualification						
5 points	10 points	5 points	5 points						
4. Training Program for the year for all personnel on the premises to ensure effective ongoing training.	5								
5. Uniformed Security Officials	5								
6. SASA Gold Rating (SOUTH AFRICAN SECURITY AGENCY)	25								
7. SECURITY ACTION PLAN of how the area and occupants will be kept safe for 24 hrs. Patrolling, managing of key areas and monitoring of CCTV's	10								
TOTAL	100								

Bidders who score less than 70 of the 100 points for functionality will be disqualified and will not be evaluated further. The bids that would have achieved 70 or more from the Functionality Evaluation will be further evaluated on the 90/10 points system where 90 points are for Pricing, and 10 points are for preferential procurement requirements.

Phase four: Price and Preference Points

All remaining compliant proposals/quotations will be evaluated according to 90/10 preference point system, as prescribed in the Preferential Procurement Regulations of 2011, where 90 points will be scored for price and the remainder 10 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Preference point system	20
Preference points (BEEE status level contribution)	
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0

Points for price will be awarded with reference to the total bid amount over three-year (3) period only.

Scoring the highest points will not result in automatic award of the contract. An oral presentation could be asked for from Bidders and these scores will also be taken into account.

PART 3: STANDARD BID DOCUMENTS

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARTSCAPE

BID NUMBER: ART 07/2022 CLOSING DATE: 15 December 2022
CLOSING TIME: 13:00 PM

DESCRIPTION: PROVISION OF 24-HOUR SECURITY SERVICES FOR A PERIOD OF THREE (3) YEARS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2).

BID DOCUMENTS MAY BE HAND DELIVERED TO:

TENDER BOX, STAGEDOOR, ARTSCAPE BUILDING, 1-10 DF MALAN STREET, FORESHORE CAPE TOWN

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

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? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN
SUBMITTED? (SBD 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]

(A 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]

SIGNATURE OF BIDDER

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE

.TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE IN WORDS:

.....

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9800/Ext 9835,

Email: natasjap@artscape.co.za

Fax Number: 021 410 9971

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Manuel Benans

Safety / Security Manager

Tel number: 021 4109800/Ext 9830

Email: manuelb@artscape.co.za

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid Number: ART 07/2022
Closing Time 13:00 PM	Closing date 15 December 2022

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)			
	Required by:		
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
		*Delivery: Firm/not firm	
-	Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

***Delete if not applicable**

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 **YES / NO**
presently employed by the state?

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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**

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....

.....

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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.

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

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

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

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

2. DEFINITIONS

- 2.1 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.2 “**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;
- 2.3 “**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;
- 2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 “**EME**” means any Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- 2.6 “**functionality**” means the ability of a tender to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of BBEE status of contribution**” means:
- 2.9.1 BBEE Status level certificate issued by an authorized body or person;
- 2.9.2 A Sworn affidavit as prescribed by the BBEE Codes of Good Practice;
- 2.9.3 Any other requirement prescribed in terms of the BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

5. BID DECLARATION

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

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

6.1 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 4.1 and must be substantiated by relevant proof of B-BBEE status level of contribution.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

.....

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

(iv) whether the sub-contractor is an EME or QSE?

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdevelopment areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

.....

8.2 VAT Reg no

8.3 Company Reg no:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of contributor indicated in paragraph 1.4 and

6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of 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:

.....
.....

SIGNATURE(S) OF BIDDER(S)

.....

DATE:

ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	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:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder 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.
6. 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.
7. 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.
8. 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

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 Department of Economic development, Environmental affairs and Tourism in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number _____. 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 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

WITNESSES:

1.

2.

DATE:

SIGNATURE:

NAME OF FIRM:

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. Iin my capacity as.....
 accept your bid under reference number
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)	COMPLETI ON DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.
 SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**TABLE OF CLAUSES**

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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 tender documents for the receipt of Tenders.
 - 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "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 goods 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 Tender submission) designed to establish Tender 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 tender 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 goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender 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 tender 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the tender 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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 tender 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.

8. Inspections, tests and analyses

- 8.1 All pre-tender testing will be for the account of the bidder.
- 8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tender 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, 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.
- 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 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

16. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of Tender, 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or wilful 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.

31. Notices

- 31.1 Every written acceptance of a Tender 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 Tender 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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No. 89 of 1998.

- 35.3 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.