

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL TREASURY

BID NUMBER: NT023-2016

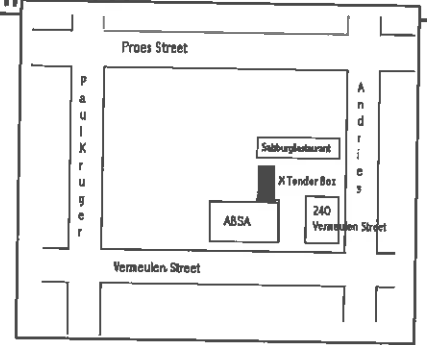
CLOSING DATE: 09 DECEMBER 2016

CLOSING TIME: 11:00

APPOINTMENT OF A SERVICE PROVIDER (S) TO RENDERING OF GUARDING SECURITY FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING 40 CHURCH SQUARE BUILDING , 38 CHURCH SQUARE BUILDING , VAN ERKOM PARKING , SAMMY MARKS PARKING , HALLMARK PARKING AND 3rd FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

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

BID DOCUMENTS MAY BE POSTED TO:
**TENDER INFORMATION CENTRE
PRIVATE BAG X115
PRETORIA
0001**



OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
**240 Madiba Street between
ABSA and Urban Eatery Restaurant**

Bidders should ensure that bids are delivered timeously to the correct address (Tender Box). 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 CODENUMBER.....

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?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: National Treasury

Contact Person: Mthokozisi Ngcobo / Thivhileli Matshinyatsimbi

E-mail address: Mthokozisi.Ngcobo@treasury.gov.za / Thivhileli.Matshinyatsimbi@treasury.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Technical enquiries:

Contact Person: Lesiba Kganyago

Email: Lesiba.Kganyago@treasury.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable option

Tenders Good standing

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

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

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

YES NO

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) falls or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TENDER: GUARDING SECURITY SERVICES

TERMS OF REFERENCE

RENDERING OF GUARDING SECURITY SERVICES FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING, 40 CHURCH SQUARE BUILDING, 38 CHURCH SQUARE BUILDING, VAN ERKOM PARKING, SAMMY MARKS PARKING, HALLMARK PARKING AND 3RD FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

DURATION AND CONDITIONS OF THE TENDER

1. Duration

- (a) The duration of the contract will be for a period of three years, commencing on the date the company begins with the security services on site.
- (b) The successful bidder shall be obliged to sign a Service Level Agreement a month after the bid is awarded.

2. MANDATORY REQUIREMENTS

2.1 Bidders shall provide the following information to the National Treasury:

- (i) Contact details of the regional and/or head offices;
- (ii) Names, addresses and telephone numbers where their bank accounts are held or other financial institutions that manage their finances and the names of contact persons at each financial institution;
- (iii) Consent that the financial institutions may answer enquiries about the company's financial status and supply statements on request by National Treasury;
- (iv) The names, identity numbers and street addresses of all partners, shareholders of their companies;
- (v) The names and identity numbers of all their Security Officers registered with in terms of the Private Security Industry Regulatory Act (Act 56 of 2001);
- (vi) In cases where a person, partnership, closed corporation, company or any other undertaking, enter into business for the first time, the following information should be provided to National Treasury:
 - Names of the persons or institutions that will help in case of financial crises;
 - Names and contact details of the persons or institutions who helped with calculation of this tender;
- (vii) Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security Officers assigned to the site will be subjected to pre-screening before they can assume duties with National Treasury;
- (viii) A list of references in the public sector;
- (ix) School / tertiary qualification of all Security Officers;
- (x) Security clearances of security personnel when requested by the National Treasury;
- (xi) Consent of their employees that they do not object to signing a Declaration of Secrecy.
- (xii) Compensation for Occupational Injuries and Diseases Act (COIDA). The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act (Act 85 of 1993).

(xiii) Registration for Unemployment Insurance Fund (UIF).

(xiv) Proof of registration to the Central Supplier Database

NB: Failure to attach certified copies on the above may disqualify the proposal

2.3 Operational Conditions

ITEM NO.	DESCRIPTION	COMPLY			REMARKS
		NO.	NO	YES	
2.3.1	Service required				
2.3.1.1	The rendering of Guarding Services for a period of 36 months in and around National Treasury premises in the following buildings: <u>240 Madiba Street building, 40 Church Square , 38 Church Square building, Hallmark Parking area, Van Erkom Parking area Sammy Marks Parking, and 3rd floor of the SITA building in Centurion.</u>	7 Sites			
2.3.2	Manpower Requirements				
2.3.2.1	<u>40 Church Square Building</u> Straight Shift Monday – Friday: 06H00 – 18H00 <ul style="list-style-type: none"> • 1 x Grade B Security Officer • 6 x Grade C Security Officers Day Shift Monday – Sunday: 06H00 – 18H00 <ul style="list-style-type: none"> • 1 x Grade B Security Officer • 3 x Grade C Security Officers Night Shift Monday – Sunday: 18H00 – 06H00 <ul style="list-style-type: none"> • 1 x Grade B Security Officer • 3 x Grade C Security Officers 	15			
2.3.2.2	<u>240 Madiba Street Building</u> Straight Shift Monday – Friday: 06H00 – 18H00 <ul style="list-style-type: none"> • 1 x Grade B Security Officer • 3 x Grade C Security Officers Day Shift Monday – Sunday: 06H00 – 18H00 <ul style="list-style-type: none"> • 9 x Grade C Security Officers Night Shift Monday – Sunday: 18H00 – 06H00 6 x Grade C Security Officers	19			
2.3.2.3	<u>38 Church Square Building</u> Straight Shift Monday – Friday: 06H00 – 18H00	7			

ITEM NO.	DESCRIPTION	COMPLY			REMARKS
	<ul style="list-style-type: none"> • 1 x Grade B Security Officer • 2 x Grade C Security Officers <p>Day Shift Monday – Sunday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 2 x Grade C Security Officers <p>Night Shift Monday – Sunday 18H00 – 06H00</p> <ul style="list-style-type: none"> • 2 x Grade C Security Officers 				
2.3.2.4	<p><u>Sammy Marks Parking Facilities</u></p> <p>Straight Shift Monday - Friday: 06H00 - 18H00</p> <ul style="list-style-type: none"> • 2 x Grade C Security Officers 	2			
2.3.2.5	<p><u>Hallmark Parking Facilities</u></p> <p>Straight Shift Monday- Friday: 06H00 - 18H00</p> <ul style="list-style-type: none"> • 2 x Grade C Security Officers 	2			
2.3.2.6	<p><u>Van Erkom Parking Facilities</u></p> <p>Straight Shift Monday – Friday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 7 x Grade C Security Officers 	7			
2.3.2.7	<p><u>SITA Building</u></p> <p>Straight Shift Monday – Sunday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 1 x Grade C Security Officer <p>Night shift Monday – Sunday: 18H00 – 06H00</p> <ul style="list-style-type: none"> • 1 x Grade C Security Officer 	2			
2.3.2.8	<p><u>Tender Information Centre</u></p> <p>Straight Shift Monday – Friday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 2 x Grade C Security Officer 	2			
2.3.2.9	<p><u>Escorts and Street Patrols</u></p> <p>Straight Shift Monday – Friday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 1 x Grade C Security Officer (ABSA) • 1 x Grade C Security Officer (Hallmark Entrance) 	2			
2.3.2.10	<p><u>Site Manager</u></p> <p>Straight Shift Monday – Friday: 06H00 – 18H00</p> <ul style="list-style-type: none"> • 1 x Grade A Site Manager 	1			
2.3.2.11	<p><u>Contingency compliment</u></p> <p>Straight Shift</p>	4			No additional charges will be processed against the NT

ITEM NO.	DESCRIPTION	COMPLY			REMARKS
	Monday – Friday: 06H00 – 18H00 • 4 x Grade C day shift				(Contingency manpower)
	Total Officers	62			
2.3.2.12	Base radios (to be programmed to the contractor's frequency) (240 Madiba, 40 Church & 38 Church)	3			
2.3.2.13	Portable hand held radios with head speaker and earphone (to be programmed to contractor's frequency)	21			
2.3.2.14	Torches (including batteries) SITA, 240 Madiba, 40 Church, 38 Church, TIC, Hallmark, Sammy Marks & Van Erkom	15			
Monday to Friday shifts excludes Public Holidays. Monday to Sunday shift includes Public Holidays.					

3. Detailed requirements

ITEM NO	DESCRIPTION	YES	NO	REMARKS
3.1	Private Security Industry Regulatory Association			
3.1.1	The organization must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). <i>Proof thereof, a valid copy of registration, must be attached to the bid.</i>			
3.1.2	All Security Officers that the bidder supplies to render the service must be registered as Security Officers in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).			
3.1.3	A copy of the registration certificates in respect of all the Security Officers must be supplied to Director: Security Management, National Treasury within seven (7) days after commencement of the service.			
3.2	Security Officers			
3.2.1	For purposes of this contract, use will be made of the relevant category Security Officer's, as defined in the order made in terms of Section 61A(2) of the Labour Relations Act, 1956, as published by Government Gazette No. 20933 dated 25 February 2000.			
3.2.2	The bidder shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific sites according to their capabilities.			
3.2.3	Exchange of any security personnel may only be executed with prior consent of the			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	Director: Security Management.			
3.3	Security Officers' Training			
3.3.1	Security Officers supplied to render the service must be trained in accordance with SASSETA standards and such must be accredited by PSIRA. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985.			
3.4	Supervision of Emergency Assistance			
3.4.1	The bidder must have a well established and equipped twenty-four (24) hour security control room in Pretoria. The control room must be accessible during emergency situations.			
3.4.2	The bidder must furnish details of equipment, etc. that is available in the security control room. <i>NB: National Treasury holds the right to inspect such control room at any point during the contract.</i>			
3.4.3	The bidder must allocate a senior manager within its establishment who will be reachable on a twenty-four (24) hours basis.			
3.5	Minimum wages			
3.5.1	It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the law (Order for the Security Services Trade (Government Gazette 20933 dated 25 February 2000) and the Determination Act. The wages must be in line with the grades which the security officers have acquired at the time of deployment at the National Treasury sites.			
3.6	Assumption of duty			
3.6.1	Bidders must be in a position to assume duty within two (2) weeks after acceptance of the tender.			
3.7	Price escalation fees			
3.7.1	Escalation fees are to be requested by the service provider within one month of publication on the Gazette by the Department of Labour			
3.8	Provision of personnel in emergency situations			
3.8.1	Bidders must undertake to provide a reasonable number of personnel required for			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	the rendering of service at the site during emergency situations.			
3.9	Security Services			
3.9.1	The quality of the service to be rendered must be in accordance with the acceptable standard of the trade concerned.			
3.9.2	It is responsibility of the contractor to ensure that personnel in his/her service and especially those deployed at the National Treasury meet the requirements at all times.			
3.9.3	<p>All possible steps shall be taken by the contractor to ensure that the contract execution of this agreement will take place. These steps include, inter alia, the following:</p> <ul style="list-style-type: none"> a) The protection of state officials from injury, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); b) The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft; c) The protection of Information; and d) Ensure that there is no interruption of National Treasury business process. e) The protection of state officials from injury, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); f) The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft; g) The protection of Information; and h) Ensure that there is no interruption of National Treasury business process. 			
3.10	Security personnel			
3.10.1	<p>The site manager should possess the following qualifications:</p> <ul style="list-style-type: none"> • Grade 12 • Grade A PSIRA • Supervisory skills • First Aid level II • Basic Occupational Health and Safety • Administrative skills 			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	<ul style="list-style-type: none"> • At least three (3) years' experience as a site manager • Good report-writing skills • Good communications skills (read and write) 			
3.10.2	<p>Supervisors should possess the following qualifications:</p> <ul style="list-style-type: none"> • Grade 12 • PSIRA Grade B • Supervisory skills • First Aid level I • Computer skills • At least two (2) years' experience as a supervisor • Good communication skills (read and write) 			
3.10.3	<p>Security officers should possess the following qualifications:</p> <ul style="list-style-type: none"> • Grade 12 • PSIRA Grade C • First Aid level I • Computer skills • At least two (2) years' experience working as a security officer • Good communication skills (read and write) 			
3.10.4	<p>The National Treasury holds the right to screen and interview the Security Officers supplied to render the service within seven (7) days after commencement of the service and verbally request an immediate replacement should the Security Officer not meet the criteria or perform to the accepted standard.</p>			
3.10.5	<p>The bidder must submit a recent SAPS Criminal Record Centre record clearance certificate (at his/her own expense) to the National Treasury Security Manager, in respect of all personnel he/she supplies to render the service, within fourteen (14) days after commencement of the service.</p>			
3.10.6	<p>Security Officers performing duties at the reception counters must be computer literate and possess basic typing skills.</p>			
3.11	Security screening, Oath of secrecy and Vetting			
3.11.1	<p>Directors of the company shall be subjected to a security screening before the contract is awarded and all its employees to be</p>			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	employed to the NT sites.			
3.11.2	The screening results of all security personnel, general personnel and management involved with National Treasury are valid for the duration of the contract but may be reviewed on an annual basis.			
3.11.3	All personnel of the company including directors shall sign a "Declaration of Secrecy" upon commencement of the contract.			
3.11.4	The Site Manager, Supervisors and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to National Treasury or the state in general.			
3.11.5	The Site Manager, Supervisor and Security Officers are prohibited from reading documents or records in offices or handling thereof.			
3.11.6	No information concerning the state's activities may be furnished to the public or media by the contractor or any of his/her employees.			
3.11.7	Security personnel, Directors and the Company itself shall be subjected to vetting only if there is a need to do so.			
3.12	General requirements for security personnel			
	The following general requirements apply:			
3.12.1	Security Officers must present an acceptable image and appearance which implies, inter alia, that they may not sit, lounge about, read the newspaper, smoke, eat or drink while attending to clients of National Treasury or members of the public.			
3.12.2	The Site Manager, Supervisors and Security Officers must at all times present a dedicated attitude, implying, inter alia, that there shall be no unnecessary arguments with visitors/staff or display discourteous behaviour towards them.			
3.12.3	The Site Manager, Supervisors and Security Officers must be physically healthy and medically fit to execute their duties.			
3.12.4	National Treasury retains the right to ascertain from PSIRA as to whether the Site Manager, Supervisors and Security Officers			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	are in good standing with the PSIRA.			
3.13	Uniforms, identification and documents			
3.13.1	The contractor shall ensure that, at the commencement of the contract, all security officers are deployed in complete uniform. The uniform for the security officers shall be as prescribed by the National Treasury.			
	The contractor shall ensure that all security officers on site are allocated with the necessary equipments.			
	Security Officer must be dressed in a neat and clearly identifiable uniform with company branding and markings, Uniform must also include matching rain coats, overcoats, gloves, appropriate headgear and warm winter uniform. The contractor may use branded umbrellas when escorting employees during rainy seasons.			
	The Security Officers shall be issued with an NT access card with photo and must be, worn conspicuously at all times while on the premises.			
	Alternatively:			
	The valid identification card issued by the PSIRA shall be worn by security officers			
	Bidders must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to National Treasury. These documents must be available for inspection by representatives of National Treasury.			
	The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates, and medical certificates.			
3.14	Registers to be utilized and maintained			
3.14.1	The contractor must ensure that the Occurrence Book/Register and Access Control Register/Forms, which are available on the site, are utilized and maintained as required.			
3.15	Shift Rosters			
3.15.1	The purpose of the shift roster is to serve as proof at all reasonable times that all personnel who should be on duty per shift are indeed on duty.			
3.16.	Base and Two-way Radios			
3.16.1	The purpose of the two-way radio			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	communication is to ensure that there is immediate communication between the various duty points on the site, National Treasury's security control room and the contractor's control room.			
3.16.2	The base radio is to be installed by the contractor at a static duty point for better communication between the site and the contractor's control room.			
3.17	Contact with Departmental Representative			
3.17.1	The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to a National Treasury representative who in turn will inform Management.			
3.17.2	A meeting, where formal discussions can be held between a National Treasury Representative and Contractor's Supervisor/Manager or Contractor himself/herself, must be held at least once a month. Minutes of the meeting must be taken by the contractor and kept by National Treasury.			
3.17.3	The contractors shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the National Treasury Security Manager.			
3.18	Maximum shift hours			
	No security personnel may be allowed to work a shift longer than twelve (12) hours.			
3.19	Lost articles			
3.19.1	Articles which are found on the site and of which the ownership cannot immediately be established are defined by the National Treasury as lost articles.			
3.19.2	All lost articles must immediately be handed in at the security control room on the site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to a National Treasury Representative.			
3.20	Deliveries			
	Security personnel must not accept/receive any deliveries for National Treasury staff. Should the delivery be urgent or a sensitive/valuable article this must be referred to the National Treasury			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	representative in the security control room.			
3.21	Labour unrest incidents			
	Labour unrest on site: If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods or contingency plan to ensure continuation of the security service.			
3.22	Inspections			
	A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself/herself at least every three (3) months.			
	National Treasury retains the right to inspect the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.			
	National Treasury retains the right to require from the contractor, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site forthwith. National Treasury will not be held responsible for any damage or claim which may arise because of this and is indemnified against any such claims and legal expenses.			
	NOTE: The National Treasury's representative will have the right to daily check whether sufficient personnel are available at the site in terms of the conditions.			
	All security personnel shortages must be noted in the occurrence register for credit note purposes.			
3.23	General			
	The contractor's personnel must at all-time refrain from littering and keep the grounds/building/work area occupied by them clean, hygienic and neat.			
	Under no circumstances will any security personnel be allowed to trade on the premises.			
	The contractor shall not erect or display any sign, printed matter, painting, name plates,			

ITEM NO	DESCRIPTION	YES	NO	REMARKS
	advertisement and article or object of any nature whatsoever, in or against the National Treasury's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.			
	Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.			
3.24	Additional requirements			
	A direct line of communication must be established between the security control room and the control room of the contractor.			
	The contract is for a period of three (3) years subject to annual reviews and National Treasury reserves the right to terminate the contract at any state with one (1) month's written notice if National Treasury feels that the services are rendered unsatisfactorily. This will be done in line with National Treasury Supply Chain processes.			

4 Evaluation Criteria

1. Qualifications: First evaluation: Functionality	Weights	Scoring Criteria
1.1 Years of operation in Guarding Services. <ul style="list-style-type: none"> At least 3 to 5 years' experience in providing physical security services in government sector and or government institutions. Provide three or more references and attach reference letters as proof. (Non- submission of reference letter will render the bidder non-responsive) 	30	5 = > 10 years 4 = >5-10 years 3 = >3-5 years 2 = 2-3 years 1 = < 2 year
1.2 Provide list of Security Officers in their current employ indicating their grades. (A. B. and C) as well as other related qualifications and skills as well as a narrative indicating recruitment processes.	30	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.3 CV's of managing directors to be attached including certificates and registration with PSIRA. This should indicate technical knowledge in the area of excellence of the company in providing security/protection management services.	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
1.4 The company must have the ability to train its own security	20	5 = Excellent

officers through association with a training facility or its own facility. Training facilities must be registered with SASSETA and must be PSIRA endorsed. Proof to be attached in a form of a letter from the training institution or certificate from PSIRA and/or SASSETA.		4 = Very Good 3 = Good 2 = Average 1 = Poor
Total	100	
Minimum threshold (failure to meet this threshold your bid will be disqualified)	60%	
2. Second evaluation: Site inspection for the shortlisted bidders		
2.1 Infrastructure: <ul style="list-style-type: none"> Location of Control Room must be at least within a 80km radius from National Treasury buildings (240 Madiba Street building) (e.g. block of flats, residential area, own property, etc.) 3. Proof of ownership or lease agreement of office building.	20	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.2 Human Resources <ul style="list-style-type: none"> Human Resource department dealing with employee records Finance department and the handling of financial processes like salaries, etc. Staff development procedures 4. Emergency response plans	40	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
2.3 Operational Equipment : <ul style="list-style-type: none"> Communication systems Base Radio Telephones Fax Machine UPS / Back-up Generator CCTV cameras Emergency Numbers in Control Room Vehicles. 	40	5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor
Total	100	
Threshold score	60%	

Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description
5 - Excellent	Meets and exceeds the functionality requirements
4 - Very Good	Above average compliance to the requirements
3 - Good	Satisfactory and should be adequate for stated element
2 - Average	Compliance to the requirements
1 - Poor	Unacceptable, does not meet set criteria

- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- Any proposal not meeting a minimum score of 60 percent technical proposal will be disqualified and the financial proposal will remain unopened.

5. SITE DUTIES

5.1 DUTIES OF THE SITE MANAGER

- (a) Oversee all security activities performed by his/her security personnel.
- (b) Handle all problems experienced by contractor's security personnel on site.
- (c) Attend all problems regarding remuneration, training requirements, family problems of Security Officers.
- (d) Ensure that all security equipment required on site e.g. two-way radio, etc. is available.
- (e) Be involved in any security operational projects and manage special events from the contractor's perspective.
- (f) Advise the National Treasury Security Manager on any security breaches.
- (g) Investigate any security breaches committed by the contractor's Security Officers and update the National Treasury accordingly.
- (h) Make initiatives to the improvement of security in general.
- (i) Liaise with the official responsible for guarding services and where applicable, with Senior Security Officer on duty.
- (j) Ensure that parade is conducted daily at 06H00 and 18H00.
- (k) Ensure that Security Officers understand how to handle an emergency situation.
- (l) Ensure that registers are clean, neat and up to date at all times.
- (m) Ensure that escorts of employees between the two buildings are conducted correctly.
- (n) Ensure that Security Officers are always in uniform and display their PSIRA registration cards or access cards.

- (o) Hold meetings
 - Weekly with his/her supervisors
 - Fortnightly meetings with the National Treasury Security Administration Officer: Physical Security
 - Monthly meetings with the contractor's security personnel
- (p) Ensure that all Security Officers understand the needs and expectations of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Directorate: Security Management.
- (q) Ensure that all Security Officers understand the principles of Batho Pele and apply them in their work.
- (r) Monitor and advise Security Officers on duty at the reception areas regarding the service level agreement, National Treasury Security Policy and Standard Operating Procedure, accordingly.

In addition to abovementioned responsibilities, the site manager will be expected to be able to administer First-Aid to patients while on the premises of National Treasury, prevent the patient's condition from worsening, speed up the recovery process and to save lives.

5.2. Supervisors

- (a) Take overall responsibility of the shift.
- (b) Ensure that Security Officers are posted accordingly.
- (c) Ensure that the site is covered and if not report to the control room immediately.
- (d) Report any security breaches to the National Treasury Senior Security Officer.
- (e) Ensure that security personnel present themselves well to the staff members and to the public.
- (f) Draft shift roster for the site.
- (g) Ensure that security registers are kept neat and up to date at all times.
- (h) Ensure that security equipment is in good condition.
- (i) Conduct parades every morning and afternoon.
- (j) Act as an emergency officer during emergency situations until the arrival of the National Treasury Security Officials.

5.3 Security Officers on site

- (a) Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) and National Treasury Standard Operating Procedures on Access Control.
- (b) The Security Officers shall be responsible for the protection of state property on the site and the protection of the said property against theft, fire and vandalism.
- (c) The protection of the state's officials against any injuries and threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).
- (d) Protect state information against any espionage or leaking to unauthorised individuals.
- (e) Control or report on the movement of persons or vehicles through checkpoints or gates.
- (f) Patrol the premises and the offices of National Treasury.
- (h) React to emergency situations.
- (i) Ensure that security registers are kept neat and up to date at all times.
- (j) Escort employees who carry valuable assets between the two buildings and to their parking areas.

6. COMPULSORY SITE INSPECTION FOR THE SHORTLISTED BIDDER

A compulsory site inspection will be conducted at the premises of all shortlisted bidders. The inspection will evaluate infrastructure, human resources and operating equipment.

The National Treasury reserves the right to conduct random site inspections for the services rendered by the successful bidder at any time; this will be done in order to establish whether the services rendered by the contractor are satisfactory and complies with the conditions of the contract and the initial site specification.

7. BIDDERS SHOULD PROVIDE THE EMPLOYER WITH SATISFACTORY PROOF OF THE FOLLOWING REGISTRATION CERTIFICATE BEFORE THE BID CAN BE CONSIDERED:

- 7.1 Registration as employer with the Compensation Commissioner;
- 7.2 South African Receiver of Revenue;
- 7.3 Unemployment Insurance Commissioner;
- 7.4 Registration with the PSIRA, and
- 7.5 Central Supplier Database registration



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

NT023-2016

APPOINTMENT OF A SERVICE PROVIDER (S) TO RENDERING OF GUARDING SECURITY FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING 40 CHURCH SQUARE BUILDING , 38 CHURCH SQUARE BUILDING , VAN ERKOM PARKING , SAMMY MARKS PARKING , HALLMARK PARKING AND 3rd FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

CLOSING DATE: 09 DECEMBER 2016

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A. SPECIAL CONDITIONS OF CONTRACT

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

1. EVALUATION PROCESS

1.1 The evaluation process comprises the following stages:

1.1.1 Stage 1: Initial screening process:

a. During this phase bid documents will be reviewed to determine compliance with tax matters and whether original and valid tax clearance certificates have been submitted with the bid documents at closing date and time of bid.

1.1.2 Stage 2: Technical Evaluation:

- a. Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 60 percent.
- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c. Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d. The panel members will individually evaluate the responses received against the following criteria as set out below:

Evaluation Criteria

1. Qualifications: First evaluation: Functionality	Weights	Scoring Criteria
<p>1.1 Years of operation in Guarding Services.</p> <ul style="list-style-type: none"> • At least 3 to 5 years' experience in providing physical security services in government sector and or government institutions. • Provide three or more references and attach reference letters as proof. (Non- submission of reference letter will render the bidder non-responsive) 	30	<p>5 = > 10 years</p> <p>4= >5-10 years</p> <p>3 = >3-5 years</p> <p>2= 2-3 years</p> <p>1 = < 2 year</p>
<p>1.2 Provide list of Security Officers in their current employ indicating their grades. (A. B. and C) as well as other related qualifications and skills as well as a narrative indicating recruitment processes.</p>	30	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
<p>1.3 CV's of managing directors to be attached including certificates and registration with PSIRA. This should indicate technical knowledge in the area of excellence of the company in providing security/protection management services.</p>	20	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
<p>1.4 The company must have the ability to train its own security officers through association with a training facility or its own facility. Training facilities must be registered with SASSETA and must be PSIRA endorsed. Proof to be attached in a form of a letter from the training institution or certificate from PSIRA and/or SASSETA.</p>	20	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
Total	100	
<i>Minimum threshold (failure to meet this threshold your bid will be disqualified)</i>	60%	
2. Second evaluation: Site inspection for the shortlisted bidders		

APPOINTMENT OF A SERVICE PROVIDER (S) TO RENDERING OF GUARDING SECURITY FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING 40 CHURCH SQUARE BUILDING , 38 CHURCH SQUARE BUILDING , VAN ERKOM PARKING , SAMMY MARKS PARKING , HALLMARK PARKING AND 3rd FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

<p>2.1 Infrastructure:</p> <ul style="list-style-type: none"> • Location of Control Room must be at least within a 80km radius from National Treasury buildings (240 Madiba Street building) (e.g. block of flats, residential area, own property, etc.) <p>3. Proof of ownership or lease agreement of office building.</p>	20	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
<p>2.2 Human Resources</p> <ul style="list-style-type: none"> • Human Resource department dealing with employee records • Finance department and the handling of financial processes like salaries, etc. • Staff development procedures <p>4. Emergency response plans</p>	40	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 =Average</p> <p>1 = Poor</p>
<p>2.3 Operational Equipment :</p> <ul style="list-style-type: none"> • Communication systems • Base Radio • Telephones • Fax Machine • UPS / Back-up Generator • CCTV cameras • Emergency Numbers in Control Room • Vehicles. 	40	<p>5 = Excellent</p> <p>4 = Very Good</p> <p>3 = Good</p> <p>2 = Average</p> <p>1 = Poor</p>
<p>Total</p>	100	
<p>Threshold score</p>	60%	

e. Each panel member will rate each individual criterion on the score sheet using the following scale:

1 – Poor; 2 – Below Average, 3-Good, 4-Very Good, 5-Excellent

f. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

g. This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.

- h. Any proposal not meeting a minimum score of 60 percent in the technical proposal will be disqualified and the financial proposal will remain unopened.

1.2.3 **Stage 2: Price/Financial stage:**

Price will be evaluated as indicated below (paragraph 2).

2. **EVALUATION CRITERIA**

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 90 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 10 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value above R1 000 000:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

A maximum of 10 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 2.1.

- c. The State reserves the right to arrange contracts with more than one contractor.
- d. It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

2.1 POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 90/10 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint contributor	0

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- a. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- c. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- e. Points scored will be rounded off to the nearest 2 decimals.
- f. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should

two or more bids be equal in all respects, the award shall be decided by drawing of lots.

9. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. MANDATORY REQUIREMENTS

- Tax clearance certificate as per paragraph 4;
- Registration summary report from Central Supplier Database;
- Registration with the PSIRA
- Registration as employer with the Compensation Commissioner;
- Contact details of the regional and/or head offices;
- Names, addresses and telephone numbers where their bank accounts are held or other financial institutions that manage their finances and the names of contact persons at each financial institution;
- Consent that the financial institutions may answer enquiries about the company's financial status and supply statements on request by National Treasury;
- The names, identity numbers and street addresses of all partners, shareholders of their companies;
- The names and identity numbers of all their Security Officers registered with in terms of the Private Security Industry Regulatory Act (Act 56 of 2001);
- In cases where a person, partnership, closed corporation, company or any other undertaking, enter into business for the first time, the following information should be provided to National Treasury with names of the persons or institutions that will help in case of financial crises and names and contact details of the persons or institutions who helped with calculation of this tender;
- Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security Officers assigned to the site will be subjected to pre-screening before they can assume duties with National Treasury;
- A list of references in the public sector;
- School / tertiary qualification of all Security Officers;
- Security clearances of security personnel when requested by the National Treasury;
- Consent of their employees that they do not object to signing a Declaration of Secrecy;
- Compensation for Occupational Injuries and Diseases Act (COIDA). The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act (Act 85 of 1993);
- Registration for Unemployment Insurance Fund (UIF);

FAILURE TO ADHERE TO THE CONDITIONS ABOVE MAY LEAD TO THE BID BEING INVALIDATED.

4. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time. Failure to comply with this condition may invalidate the bid.

5. VALUE ADDED TAX

All bid prices must be inclusive of 14% Value-Added Tax.

6. REGISTRATION

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration documents

7. CLIENT BASE

7.1 Bidders must have specific experience in submit at least three recent references (in a form of written proof(s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.

7.2 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

8. SHAREHOLDERS/DIRECTORS PORTFOLIO

8.1 The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

9. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

11. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate

the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

12. FRONTING

a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid

documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the

Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. PRESENTATION

A compulsory site inspection will be conducted at the premises of all shortlisted bidders. The inspection will evaluate infrastructure, human resources and operating equipment.

The National Treasury reserves the right to conduct random site inspections for the services rendered by the successful bidder at any time; this will be done in order to establish whether the services rendered by the contractor are satisfactory and complies with the conditions of the contract and the initial site specification.

13.1 COMPULSORY SITE INSPECTION FOR THE SHORTLISTED BIDDER

13.1.1 The National Treasury reserves the right to conduct inspection for the services rendered by the bidder at any time; this will be done in order to establish whether the service rendered by the contract is satisfactory and complies with the conditions of contract and the site specification.

14. MEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into formal contract with the National Treasury.

15. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT023-2016

Description: Appointment of a service provider (s) to rendering of guarding security for the National Treasury buildings, 240 Madiba Street building 40 Church Square building, 38 Church Square building , Van Erkom parking , Sammy Marks parking , Hallmark parking and 3rd floor of the Sita building in Centurion for the period of three (3) years.

Bid closing date and time: 09 December October 2016 at 11:00.

NB: No late bids will be accepted, such bids will be returned to the bidder unopened.

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.1.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT023-2016

Description: Appointment of a service provider (s) to rendering of guarding security for the National Treasury buildings, 240 Madiba Street building 40 Church Square building, 38 Church Square building , Van Erkom parking , Sammy Marks parking , Hallmark parking and 3rd floor of the Sita building in Centurion for the period of three (3) years.

Bid closing date and time: 09 December 2016 at 11:00

NB: No late bids will be accepted, such bids will be returned to the bidder unopened.

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope and the Price/ financial Proposal envelope shall contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy" (i.e. four documents to be included in each envelope).

16. CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

NATIONAL
TREASURY

APPOINTMENT OF A SERVICE PROVIDER (S) TO RENDERING OF GUARDING SECURITY FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING 40 CHURCH SQUARE BUILDING , 38 CHURCH SQUARE BUILDING , VAN ERKOM PARKING , SAMMY MARKS PARKING , HALLMARK PARKING AND 3rd FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

For General enquiries: Mthokozisi Ngcobo / Thivhileli Matshinyatsi

E-mail: [Mthokozisi.Ngcobo@treasury.gov.za/](mailto:Mthokozisi.Ngcobo@treasury.gov.za)

[Thivhileli. Matshinyatsimbi@treasury.gov.za](mailto:Thivhileli.Matshinyatsimbi@treasury.gov.za)

For Technical enquiries: Lesiba Kganyago

Email: [Lesiba Kganyago@treasury.gov.za](mailto:Lesiba.Kganyago@treasury.gov.za)

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.: NT 023-2013

CLOSING TIME 11:00 ON 31 OCTOBER 2013

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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APPOINTMENT OF A SERVICE PROVIDER (S) TO RENDERING OF GUARDING SECURITY FOR THE NATIONAL TREASURY BUILDINGS, 240 MADIBA STREET BUILDING 40 CHURCH SQUARE BUILDING , 38 CHURCH SQUARE BUILDING , VAN ERKOM PARKING , SAMMY MARKS PARKING , HALLMARK PARKING AND 3rd FLOOR OF THE SITA BUILDING IN CENTURION FOR THE PERIOD OF THREE (3) YEARS

40 CHURCH SQUARE

PRICE PER MONTH

Straight Shift

- 1 x Grade B Security Officer
- 6 x Grade C Security Officers

R _____ / SEC. OFFICER
R _____ / SEC. OFFICER

Day Shift

Monday – Sunday: 06H00 – 18H00

- 1 x Grade B Security Officer
- 3 x Grade C Security

R _____ / SEC. OFFICER
R _____ / SEC. OFFICER

R _____ /month

Night Shift

Monday – Sunday: 18H00 – 06H00

- 1 x Grade B Security Officer
- 3 x Grade C Security Officers

R _____ / SEC. OFFICER
R _____ / SEC. OFFICER

R _____ /month

240 VERMEULEN BUILDING

PRICE PER MONTH

Straight Shift

Monday – Friday: 06H00 – 18H00

- 1 x Grade B Security Officer
- 3 x Grade C Security Officers

R _____ / SEC. OFFICER
R _____ / SEC. OFFICER

R _____ /month

Day Shift

Monday – Sunday: 06H00 – 18H00

- 9 x Grade C Security Officers

R _____ / SEC. OFFICER

Night Shift

Monday – Sunday: 18H00 – 06H00

- 6 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ /month

Name of Bidder:

38 CHURCH SQUARE PARKING

PRICE PER MONTH

Straight Shift

Monday – Friday: 06H00 – 18H00

1 x Grade B Security Officer

2 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / SEC. OFFICER

R _____ / month

Day Shift

Monday – Sunday: 06H00 – 18H00

2 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / month

Night Shift

Monday – Sunday 18H00 – 06H00

2 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / month

SAMMY MARKS PARKING FACILITIES

PRICE PER MONTH

Straight Shift

Monday - Friday: 06H00 - 18H00

2 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / month

HALLMARK PARKING FACILITIES

PRICE PER MONTH

Straight Shift

Monday- Friday: 06H00 - 18H00

2 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / month

VAN ERKOM PARKING FACILITIES

PRICE PER MONTH

Straight Shift

Monday – Friday: 06H00 – 18H00

7 x Grade C Security Officers

R _____ / SEC. OFFICER

R _____ / month

SITA BUILDING

PRICE PER MONTH

Straight Shift

Monday – Sunday: 06H00 – 18H00

1 x Grade C Security Officer

R _____ / SEC. OFFICER

R _____ / month

Name of Bidder:

Night shift

Monday – Sunday: 18H00 – 06H00

1 x Grade C Security Officer

R _____ / SEC. OFFICER
R _____ / month

TENDER INFORMATION CENTRE

PRICE PER MONTH

Straight Shift

Monday – Friday: 06H00 – 18H00

2 x Grade C Security Officer

R _____ / SEC. OFFICER
R _____ / month

ESCORTS AND STREET PATROLS

Straight Shift

Monday – Friday: 06H00 – 18H00

1 x Grade C Security Officer (ABSA)

1 x Grade C Security Officer (Hallmark Entrance)

R _____ / SEC. OFFICER
R _____ / SEC. OFFICER
R _____ / month

SITE MANAGER

PRICE PER MONTH

Straight Shift

Monday – Friday: 06H00 – 18H00

1 x Grade A Site Manager

R _____ / SEC. OFFICER
R _____ / month

EQUIPMENT

- 3 X Base radios (to be programmed to the contractor's frequency)
(240 Madiba, 40 Church & 38 Church) R _____ / each
 - 21 X Portable hand held radios with head speaker and earphone
(to be programmed to contractor's frequency) R _____ / each
 - 15 X Torches (including batteries) SITA, 240 Madiba,
400 Church, 38 Church, TIC, Hallmark,
Sammy Marks & Van Erkom R _____ / each
- R _____ / month

Name of Bidder:

TOTAL PRICE PER MONTH (VAT INCLUSIVE) FOR THE NATIONAL TREASURY SITES AS STATED ABOVE:

R / MONTH

R / 3 YEAR

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

PERCENTAGE OF BID PRICE	INDEX SERIES	INDEX FIGURES	BASE MONTH
Salaries / Wages Pretoria%	AS PER PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY'S (PSIRA) YEARLY INCREASE		
Transport%	CPI – PO 141.1 Table		IN CPI DECEMBER 2016
Clothing and footwear%	CPI – PO 141.1 Table		IN CPI DECEMBER 2016
Overheads%	PLEASE PROVIDE DETAILS		
Other%	PLEASE PROVIDE DETAILS		
Other%	PLEASE PROVIDE DETAILS		
Other%	PLEASE PROVIDE DETAILS		
Other%	PLEASE PROVIDE DETAILS		
Other%	PLEASE PROVIDE DETAILS		

.....**100%** (CPI = Consumer Price Index)

Any enquiries regarding bidding procedures may be directed to the –

National Treasury
Private Bag X115
PRETORIA
0001

Or for technical information –

Faith Leeuw/Lesiba Kganyago

Tel: (012) 315 – 5621

E-mail: faith.leeuw@treasury.gov.za or Lesiba.kganyago@treasury.gov.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

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

November 2011

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the90/10..... preference point 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	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:		

SBD 8

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

J8365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): Questionnaire B:**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question	Yes	No
1. Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2. Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3. Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4. Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5. Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6. Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7. In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8. Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9. Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10. Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:



NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

ENTITY MAINTENANCE

BAS LOGIS

For Office Use Only	
Requested by	_____
Approved by	_____
Captured by	_____
Date captured	_____
Authorised by	_____
Date authorised	_____
Captured on Safety web	<input type="checkbox"/> Yes <input type="checkbox"/> No

The Director-General: National Treasury

- I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
- I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
- I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
- This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.
- Information must be validated as per required bank screens.
- I/We understand that the bank details provided should be exactly as per the records held by the bank.
- I/We understand that the Department will not assume responsibility for any delayed payments due to incorrect information supplied.

Company / Personal Details

Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title	_____
Initials	_____
First Name	_____
Surname	_____

Address Detail

Payment Address	_____

Postal Code	____

Entity Number Type

New entity information Update entity information

Entity Type:

<input type="checkbox"/> Individual	<input type="checkbox"/> Department (Nat)	<input type="checkbox"/> Prov Gov (ES)
<input type="checkbox"/> Supplier	<input type="checkbox"/> Department (Prov)	<input type="checkbox"/> Loc Authorities
<input type="checkbox"/> Foreign Supplier	<input type="checkbox"/> Prov Gov (CG)	<input type="checkbox"/> Other _____

Department Number Logis Supplier Number

Entity Bank Account Details

Please note that this account MUST be in the name of the entity. No 3rd party payments allowed.

Account Name

Name of Bank

Account Number

Branch Name

Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Persal Number

Company Registration Number / /

CC Registration *

Practise Number

* Please include CC/BK where applicable

BANK STAMP

Please confirm that the above details have been verified against the following screens:

- ABSA - CIF screen
- FNB - Hogans system on the CIS4
- STANDARD BANK - Look-up-screen
- NEDBANK - Banking Platform under the Client Details Tab

Contact Details

Business Home

Fax Cellular Phone

E-mail Address

Contact Person

Entity Signature

Print Name

Date

PLEASE RETURN TO THE FOLLOWING ADDRESS

National Treasury
Private Bag X115, Pretoria, 0001
or
240 Vermeulen Street, Pretoria, 0002

Enquiries: Ms J Masemola
Contact no: 012 315 5562

NB: All relevant fields must be completed