

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LGB02/2022/23 RFB	CLOSING DATE:	15/12/2022	CLOSING TIME:	11h00
Venue	Roulette Board Room	COMPULSORY BRIEFING MEETING DATE:	28/11/2022	TIME:	10H00
DESCRIPTION	BID FOR THE PROCURMENT OF PHYSICAL SECURITY SERVICES FOR LIMPOPO GAMBLING BOARD: BID NO. LGB02/2022/23 RFB				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NO.08 HANS VAN RENSBURG STREET,					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mokgethwa Molele		CONTACT PERSON	Mr John Legodi	
TELEPHONE NUMBER	015 230 2318		TELEPHONE NUMBER	015 230 2314	
FACSIMILE NUMBER	086 608 7430		FACSIMILE NUMBER	086 608 7430	
E-MAIL ADDRESS	molele@lgb.co.za		E-MAIL ADDRESS	legodi@lgb.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> <p>1.5. AO MAY NEGOTIATE WITH THE 1ST, OR 2ND AND 3RD WINNING BIDDER FOR MARKET RELATED PRICES/RATES</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

Name of bidder	Bid number	LGB02/2022/23RFB.
Closing Time 11H00	Closing date	15/12/2022.

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

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

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

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
 company/firm:.....

8.2 VAT registration
 number:.....

8.3 Company registration
 number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
 company/firm, certify that the points claimed, based on the B-BBE status level of
 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
 the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
 indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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**SPECIFICATIONS
PHYSICAL SECURITY FOR LIMPOPO
GAMBLING BOARD**



BID NO. LGB02/2022/23RFB



1. DEFINITIONS AND TERMS

1.1. In these Terms of Reference, unless the context indicates otherwise, a word or expression to which a meaning has been ascribed in the Terms of Reference, has the same meaning, and

(a) **"Contract"** means an agreement entered into between the successful bidder and the Limpopo Gambling Board where the successful bidder agreed to render physical security services as specified in the Terms of Reference. Such a contract will include all appendices to the main document and must conform to the Terms of Reference.

(b) **"Bidder"** means a person or persons, partnership, successful bidder or firm who herewith submits a bona fide bid for the provision of physical security services to Limpopo Gambling Board.

(c) **"PSIRA"** Private Security Industry Regulatory Authority

1.2. Words in the singular shall also include words in the plural and vice versa and words denoting the male gender shall be interpreted as also referring to the female gender where the context permits.

2. SCOPE AND SERVICE REQUIREMENTS

2.1. Limpopo Gambling Board would like to procure 24-hour physical security services for the offices situated at 08 Hans Van Rensburg Street, Polokwane.

2.2. The service comprises of the 24-hour physical security requirements at Limpopo Gambling Board as prescribed herein. The number of Security Officers will be five (5) security guards 24hrs, 7 days per week three (3) day shifts and two (2) nights shifts - only 1 armed guard per shift.

2.3. The duration of the contract will be for a period of three (3) years, commencing from the date on which the successful bidder and Limpopo Gambling Board sign the standard Service Level Agreement.



3. MINIMUM BID REQUIREMENTS

3.1. Administrative compliance

Bidders are required to comply with the following minimum administrative requirements:-

- 3.1.1. All documents inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required.
- 3.1.2. The bidder / bidding entity must be registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Act (Act 56 of 2001).
- 3.1.3. Registration of the bidder's/bidding entity's directors at a minimum of Grade B with Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Act (Act 56 of 2001).
- 3.1.4. Record of criminal checks and vetting of security guards.

3.2. Technical requirements

The following are minimum security requirements for bidders: -

- 3.2.1. Office infrastructure and Functional Control Room
- 3.2.2. Record of criminal checks and vetting on guards
- 3.2.3. Base station with handheld two-way radios and cell phones

Hand-held two-way radios provided by the Successful bidder shall have an adequate range within the vicinity where the security services are rendered in order to ensure good communication between any two points within a patrolled area of responsibility on the premises of the client.

The successful bidder shall provide the Limpopo Gambling Board, before the commencement date of the service, with a diagram indicating the local communication network and call signs to be used by the Successful bidder during the term of this agreement. Any changes in these networks or call-signs shall forthwith be brought to the attention of the Limpopo Gambling Board in writing.



The hand-held two-way radios shall at all times be in working condition. The Successful bidder shall at his own cost supply a base radio, to be installed in the Control Room, which shall enable direct communication between the client's personnel and the Successful bidder's personnel. Proper radio procedures and protocol shall be used.

3.2.4. Firearms

The successful bidder shall provide Firearms and valid Firearms licenses equivalent to the number required per site before commencement of the contract. The successful bidder shall at all times, during the contract period ensure that: -

- (i) All firearms to be deployed at client's site shall be accompanied by a certificate issued by a qualified Gunsmith declaring that the firearms are serviceable and comply with the Firearms Control Act 60 of 2000. The Certificate will be renewed at least once every twelve (12) months.
- (ii) Only firearms registered in the name of the Successful bidder shall be permitted on the Client's site. The successful bidder shall guarantee that he is the lawful owner of all firearms issued to his personnel.
- (iii) The successful bidder shall at all times ensure that all firearms and ammunition issued to his personnel are in clean and working condition and are properly maintained.
- (iv) All handguns carried by personnel must be securely holstered.
- (v) Security Officers who are assigned firearms have valid competency certificates to handle firearms.

3.2.5. Occurrence Books

The successful bidder shall provide an Occurrence Book which must be engraved with both the bidder's Logo and the Limpopo Gambling Board Logo on the date of commencement of deployment. All Occurrence Books deployed on client's site shall be engraved with both logos at the expense of the Successful bidder.



- 3.2.6. Handheld Metal Detector
- 3.2.7. Baton Sticks
- 3.2.8. Hand Cuffs with keys
- 3.2.9. Torch / flashlight
- 3.2.10. Bulletproof Vests
- 3.2.11. Security Registers
- 3.2.12. ID Card
- 3.2.13. PSIRA Card
- 3.2.14. Stationery
- 3.2.15. Whistle & Lanyard
- 3.2.15. Pepper Spray
- 3.2.17. Branded Vehicles.
- 3.2.18. Panic Button
- 3.2.19. Management of Discipline

The successful bidder must draw up and properly and consistently enforce a disciplinary code in respect of all security officers in its employ and undertakes to submit certified copies of its current grievance and disciplinary procedures before commencement of the contract.

Disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by security officers in the circumstances in which they are employed and made available by the successful bidder for the rendering of security services.

3.2.20. Insurance Cover

The successful bidder shall at all times be liable for the acts and omissions of its employees providing security services to the Limpopo Gambling Board when acting within the course and scope of their duties and employment.

The successful bidder will be held responsible for any **damage to or loss of assets** suffered by LGB as a result of the bidder's Security Officers' negligence or willful



action in the ordinary execution of their duty. As such, the successful bidder is required to provide **Proof of Insurance Cover** for a minimum amount equivalent to **R1, 000, 000.00** to cover such damage/loss.

The successful bidder shall furnish the Limpopo Gambling Board with a copy of the policy cover and a letter from the relevant Insurance Company confirming that the policy is effective. The policy should be in existent on the commencement date of the contract and should be in force for the duration of the contract.

3.2.21. Public Liability

The Limpopo Gambling Board shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the successful bidder in respect of the security services provided and used on the premises caused by any of its employees acting within the course and scope of their duties and employment.

As such the successful bidder is required to provide a **Proof of Public Liability Insurance** to a minimum amount equivalent to **R 1, 000, 000.00**. The successful bidder shall indemnify and holds the Limpopo Gambling Board harmless against –

- (i) Liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Limpopo Gambling Board Departments; and
- (ii) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.

The successful bidder shall furnish the Board with a copy of the policy cover and a letter from the relevant Insurance Company confirming that the policy is effective. The policy should be in existent on the commencement date of the contract and should be in force for the duration of the contract.



3.3. Completion of bid document

The following are minimum requirements for completion of the bid document: -

- 3.3.1. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 3.3.2. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 3.3.3. All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 3.3.4. Only original bid document shall be accepted.
- 3.3.5. Bidders shall ensure that there are no missing or duplicated pages. Limpopo Gambling Board shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 3.3.6. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- 3.3.7. Completed bid document with supporting documents shall be packaged, sealed, marked and submitted strictly as stipulated in this bid document.
- 3.3.8. Standard Bidding Forms to be completed in full:
 - SBD 1 – Request for Quotation (Bid)
 - SBD 3.1 - Pricing Schedule - Firm Prices (Purchases)
 - SBD 4 - Declaration of Interest
 - SBD 6.1 - Preference Points Claim form
 - General Conditions of Contract
 -

3.4. Attachments

Bidders must also attach the following documentation: -

- 3.4.1. A **certificate** from an auditor or accredited accountant as per the requirements of the Companies Act no. 71 of 2018.
- 3.4.2. A valid letter of good standing issued by **PSIRA**.



- 3.4.3. A valid **COIDA** (Compensation of Injury on Duty) letter of good standing issued by the Department of Labour.
- 3.4.4. A valid **UIF** (Unemployment Insurance Fund) letter of good standing issued by the Department of Labour.
- 3.4.5. A **National Treasury Central Supplier Database registration report**. Where Copies of the following documents duly certified by a Commissioner of Oath indicating the names of the certifying institution and designated Commissioner of Oath.
- A valid bidder's PSIRA Registration Certificate in terms of Private Security Industry Regulatory Act (Act 56 of 2001). Only registered service providers with PSIRA will be considered. The bidder whose registration is in process or has been suspended or withdrawn by PSIRA at the time of submission of the bid document will be disqualified.
 - Valid Directors' PSIRA Registration Certificate at a minimum of Grade B with Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Act (Act 56 of 2001).
 - Valid Identity Documents of all directors.
 - Proof of Registration for PAYE and Skills Development Levy (SDL).
 - B-BBEE Certificate or Original Sworn Affidavit – B-BBEE Exempted Micro Enterprise. Failure to submit the certificate will be interpreted to mean that preference points for B-BBEE verification status level of contribution are not claimed.

3.5. Bid pricing

- 3.5.1 Bidders should quote for the Limpopo Gambling Board and must express prices for the services in South African currency (Rand).
- 3.5.2. All prices must be inclusive of Value Added Tax and all costs to be incurred in the transportation, deployment and posting of security personnel as well as any costs that are necessary for the execution and completion of the contract in accordance with the bid document.
- 3.5.3. Prices will remain firm for the duration of the contract (i.e. three years) and only statutory adjustment applications shall be considered (e.g. Sectoral Minimum Wage Determination).



- 3.5.4. If any bidder quotes the minimum statutory price set for the guards by PSIRA, the bidder needs to explain how they will cover their operating costs and make a profit. Such explanation is required in writing with the necessary financial proof.
- 3.5.5. Suppliers should quote for the Limpopo Gambling Board and must express prices for the services in South African currency (Rand).
- 3.5.6. Price(s) quoted must be firm and must be inclusive of Value Added Tax (VAT).
- 3.5.7. The proposed fee structure should be outlined in detail as follows:
- Year One (1)
 - Year Two (2)
 - Year Three (3)
 - Total Cost
- 3.5.8. All RFQ's submitted must be valid for a period of sixty (90) days from the closing date.

3.6. Signing of the contract and Service Level Agreement

- 3.6.1. The bid will be awarded on condition that the successful bidder signs the contract and Service Level Agreement with Limpopo Gambling Board based on the contents of this document, bid offer and letter of award.
- 3.6.2. The appointed service provider will be required to draw a contingency plan that will be communicated to the Board to assist in terms of emergency eg, fire, hostage, bomb threat etc.

NB: FAILURE TO COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS MAY LEAD TO DISQUALIFICATION OF THE BIDDER AT THE SOLE DISCRETION OF LIMPOPO GAMBLING BOARD. FURTHERMORE, LIMPOPO GAMBLING BOARD WILL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY BIDDERS IN THE PREPARATION AND SUBMISSION OF THIS BID. THE BIDDER'S OWN TERMS OR CONDITIONS SHALL NOT BE ACCEPTED.



4. EVALUATION CRITERIA

All BIDS received will be evaluated on a basis of 80/20 preference point system and must obtain a minimum score of 70 points on Functionality. The bid will be evaluated as follows:

4.1. FUNCTIONALITY

Value: 1= Poor, 2 = Average, 3 = Good, 4 = Very Good and 5 = Excellent

Description	Evidence	Weight
A. Currently Active Work Experience in the Security Environment	<p>Contactable Written References (at least 3 with one being for a current contract) providing positive feedback on performance.</p> <p>A C.V of the Companies Contracts inclusive of contract values and contactable references held over the term of its active operations showing the years of experience.</p> <p>(i) 6 years and above experience = 5 Points (ii) 3-5 years' experience = 3 Points (iii) 1-2 years and experience = 2 Points</p>	30
B. Financial Ratings by a recognized financial Institution	<p>Copy of rating from the bank must be attached</p> <p>(i) Bank Ratings A = 5 Points (ii) Bank Ratings B = 4 Points (iii) Bank Ratings C = 3 Points (iv) Bank Ratings D = 2 Points (v) Bank Ratings E = 1 Point</p>	30
C. References	<p>Contactable Written References (at least 3 with one being for a current contract) providing positive feedback on performance.</p> <p>(i) 3 references = 5 Points (ii) 2 references = 3 Points (iii) 1 reference = 2 Points</p>	20
D. Locality	<p>(i) Main Office or Office Branch within Limpopo Province = 5 Points</p>	10
Total		90



4.2. In loco Inspection

The following may be verified as and when as part of due diligence during in loco inspection: -

Description	Evidence
A. Functional Control Room	(i) The Control Room's ability to contact the various guards at the facilities they are guarding (ii) The guards' ability to contact the Control Room and Police if required
B. Firearm competency	(i) Successful bidders' competency to handle firearms
C. Record of criminal checks	(i) Record of criminal checks on guards
D. Security Equipment and Uniform	(i) Base station and handheld two-way radios (ii) Firearms and valid firearms licenses (iii) Occurrence Books (iv) Handheld metal detector (v) Baton sticks (vi) Handcuffs with keys (vii) Torch/ Flashlight (viii) Bulletproof vests (ix) Security Registers (x) ID Card (xi) PSIRA Card (xii) Stationery (xiii) Whistle and Lanyard (xiv) Pepper Stray (xv) Branded Vehicles (xvi) Panic Button (xvii) Weather Uniform (Wet, Cold and Warm)



<p>F. Procedures and policies</p>	<p>The following procedures and policies should be in place:</p> <ul style="list-style-type: none"> (i) Policy and Procedure if there is an armed attack at a facility being guarded (Day and Night) (ii) Policy and Procedure if there is a theft at a facility being guarded (Day and Night) (iii) Policy and Procedure if the staff, patients or visitors at an institution are injured or killed as a result of a security breach (iv) Policy and Procedure if visitors or staff is armed. (v) Incident logging, reporting and escalation procedures and policy
--	--

4.3. Calculation of points scored on functionality:

$$Ps = \frac{So}{Ms} \times 100$$

Where

Ps = Percentage scored for functionality by BID under consideration

So = Total Score of BID under consideration

Ms = Maximum possible score

4.3.1 A bidder that scores less than 70 points out of 100 points in this respect will be considered to have submitted a non-responsive proposal and will be disqualified.

4.3.2. Bidders that have achieved the minimum qualification score of 70 points for Functionality must be evaluated further in terms of the preference point systems prescribed in Regulation 6.



4.4. Calculation of points

4.4.1 Calculation of points for price:

This quotation will be evaluated in terms of the 80/20 preference point system (all applicable taxes included) as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000)

4.4.2 Calculation of points for B-BBEE status level of contributor:

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

The formulae used in calculating points scored for price are as follows:

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

Where:

P_s = Points scored for bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

Points scored must be rounded off to the nearest 2 decimal places.



NB: Bidders that score less than 70 points out of 100 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and BBEE evaluation.

4.5. Preference points

The 80/20-point system shall be applicable in terms of the Preferential Procurement Framework Act, 2017 and its regulations.

Preference points shall be allocated as follows: -

Criteria	Points
Price	80
B-BBEE status level of contribution	20
TOTAL	100

4.6. Evaluation Of Bids That Scored Equal Points In Terms Of Sub-Paragraph 14.1, 14.2 And 14.3 Of The Preferential Procurement Regulation 2021

- 4.6.1. In the event that two (2) or more bids have scored equal total points, the successful bid must be the one (1) that scored the highest points for B-BBEE.
- 4.6.2. If two (2) or more bids have equal points, including equal preference points for BBEE, the successful bid must be the one (1) scoring the highest score for functionality, if functionality is part of the evaluation process.
- 4.6.3. In the event that two (2) or more bids are equal in all respects, the award must be decided by the drawing of lots.



5. RESERVATION OF RIGHTS

Limpopo Gambling Board reserves the right to:-

- 5.1. Request further information from any bidder after the closing date of the bid;
- 5.2. Communicate only with the shortlisted bidders as and when necessary;
- 5.3. Verify information and documentation of respective bidder from the South African Revenue Services (**SARS**), Private Security Industry Regulatory Authority (**PSIRA**), Companies & Intellectual Property Commission (**CIPC**), National Treasury or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void;
- 5.4. Award the bid to a bidder who did not score the highest points;
- 5.5. Not make an award;
- 5.6. Enter into price negotiations with any preferred bidder;
- 5.7. Appoint a third party to evaluate the service provider's compliance with any aspect of this bid;
- 5.8. Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company):
 - a) is executing a contract with government unsatisfactorily;
 - b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
 - c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence;
 - d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favour;
 - e) has withdrawn or amended his bid after the time set for the receipt and opening of bids;

8 Hans van Rensburg Street
Polokwane
0699
Limpopo Province
Rep. of South Africa

Private Bag X9520
Polokwane
0700
Limpopo Province
Rep. of South Africa



+27 (015) 230-2300

+27 (0)86 505 3460

ceo@lgb.co.za

www.lgb.org.za

"Established in terms of the Limpopo Casino and Gambling Act, Act No. 4 of 1996, and retained in terms of the Limpopo Gambling Act, Act No. 3 of 2013."

- f) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required;
- g) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; and
- h) has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the Limpopo Provincial Government may, in addition to any other legal recourse which it may have, cancel the contract between the Board and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favorably considered for a specific period.

APPROVED BY:

MR. M.G. MAKOKO
CHIEF EXECUTIVE OFFICER

BOARD MEMBERS:

Mr. M.E. Tjiane (Chairperson) - Ms. B.L. Montjane (Deputy Chairperson) - Hosi/Adv. K.A. Mahumani
Ms. M.E. Maditsi - Mr. C.C. Nkadameng - Mr. S.M. Maja - Mr J.N. Mplane - Mr R. Mudogwa (LEDET) - Mr. M.B. Tema (Treasury) - Mr. M.G. Makoko (Chief Executive Officer)

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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28. Limitation of liability
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33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.