SUMMARY OF TENDER

1. Assignment:	Alexkor Richtersveld Mining Company (RMC) Pooling and Sharing Joint Venture (PSJV) in Alexander Bay, Northern Cape requires a suitable service provider for the provision of physical security services, alarm monitoring, and armed response services for Alexander Bay Mine and Muisvlak Mine for a period of 5 years.
2. Name of the responsible unit:	Security Department
3. Address for submitting bid proposals and other correspondence:	Alexkor Richtersveld Mining Company (RMC) Pooling and Sharing Joint Venture (PSJV) 1 Orange Road Alexander Bay 8290
4. Telephone number:	(027) 831 8341
5. Email:	tenders@alexkor.co.za
6. Attention:	Khwezi Finini
7. Closing Date & Time for submission:	**05 August 2026 at 12h00 mid-day**
8. Bid description:	Suitable service provider for the provision of physical security services, alarm monitoring, and armed response services for Alexander Bay Mine and Muisvlak Mine for a period of 5 years.
9. Bid number:	**ALEX RFP 03/2026**
10. Compulsory site visit and briefing session: Note, if the bidder did not attend, that bidder will not be considered for this bid. (Mining PPE will be required and Proof of Identification)	**21 July 2026, time 10h00 morning, address is indicated in no. 3 above**

BACKGROUND

1.1 Alexkor RMC PSJV

Alexkor SOC Limited Company, with Registration Number 1992/006368/30, was established in terms of the Alexkor Limited Act, No. 116 of 1992, as amended by the Alexkor Amendment Act, No. 29 of 2001. The Company is listed as a Schedule 2 public entity, wholly owned by the Government through the Minister of Mineral Resources as the Shareholder representative. The group comprises Alexkor SOC Limited, the Rehabilitation Trust, and The Pooling Sharing Joint Venture, which is an unincorporated Joint Venture between Alexkor SOC Limited and Richtersveld Mining Community ("RMC") Pty Ltd formed by the DoS (Deed of Settlement). The PSJV's operations are based in Alexander Bay and Port Nolloth, both in the Northern Cape Province.

The core business of the PSJV is the mining of diamonds on land, on beaches, and in the sea along the north-west coast of South Africa. These activities are complemented by geology, exploration, ore reserve planning, and environmental management.

1.2 Project Description

Alexkor RMC PSJV is committed to contributing to socio-economic transformation in South Africa and will therefore be applying a preference system for BBBEE compliance in line with the Preferential Procurement Policy Framework Act, (Act No. 5) of 2000, the Broad-Based Black Economic Empowerment Amendment Act, (Act No. 46) of 2013 and the Preferential Procurement Regulations 2022.

2. GENERAL GUIDELINES

Completed tender submissions should be hand delivered in a sealed envelope and deposited in the Tender Box at Alexkor RMC PSJV, at the address reflected on page 1 of this document. All envelopes should be sealed and clearly marked. All enquiries should be in writing and must be directed to: tenders@alexkor.co.za or the attention of Mr. K. Finini. The enquiries will be consolidated and Alexkor RMC PSJV will issue one written response, and such response will be emailed to all the bidders. The enquiries will be allowed until the 24 July 2026, time 12h00 midday.

2.1 Terms of Reference (ToR)

The purpose of this bid is to appoint a suitable service provider for the provision of physical security services, Alarm monitoring and armed response services for Alexander Bay Mine and Muisvlak Mine for a period of 5 years.

2.2 Submission of Proposals

2.2.1. The bid should be hand delivered or couriered to the address specified on page 1 of this document and
it should be clearly marked as:
"PROVISION OF PHYSICAL SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE SERVICES FOR ALEXANDER BAY MINE AND MUISVLAK MINE FOR A PERIOD OF 5 YEARS, REFERENCE NUMBER: ALEX RFP 03/2027"

2.2.2. The closing date for the submission of bids is **05 August 2026 at 12h00 mid-day**.

BACKGROUND

1.1 Alexkor RMC PSJV

Alexkor SOC Limited Company, with Registration Number 1992/006368/30, was established in terms of the Alexkor Limited Act, No. 116 of 1992, as amended by the Alexkor Amendment Act, No. 29 of 2001. The Company is listed as a Schedule 2 public entity, wholly owned by the Government through the Minister of Mineral Resources as the Shareholder representative. The group comprises Alexkor SOC Limited, the Rehabilitation Trust, and The Pooling Sharing Joint Venture, which is an unincorporated Joint Venture between Alexkor SOC Limited and Richtersveld Mining Community ("RMC") Pty Ltd formed by the DoS (Deed of Settlement). The PSJV's operations are based in Alexander Bay and Port Nolloth, both in the Northern Cape Province.

The core business of the PSJV is the mining of diamonds on land, on beaches, and in the sea along the north-west coast of South Africa. These activities are complemented by geology, exploration, ore reserve planning, and environmental management.

1.2 Project Description

Alexkor RMC PSJV is committed to contributing to socio-economic transformation in South Africa and will therefore be applying a preference system for BBBEE compliance in line with the Preferential Procurement Policy Framework Act, (Act No. 5) of 2000, the Broad-Based Black Economic Empowerment Amendment Act, (Act No. 46) of 2013 and the Preferential Procurement Regulations 2022.

2. GENERAL GUIDELINES

Completed tender submissions should be hand delivered in a sealed envelope and deposited in the Tender Box at Alexkor RMC PSJV, at the address reflected on page 1 of this document. All envelopes should be sealed and clearly marked. All enquiries should be in writing and must be directed to: tenders@alexkor.co.za or the attention of Mr. K. Finini. The enquiries will be consolidated and Alexkor RMC PSJV will issue one written response, and such response will be emailed to all the bidders. The enquiries will be allowed until the 24 July 2026, time 12h00 midday.

2.1 Terms of Reference (ToR)

The purpose of this bid is to appoint a suitable service provider for the provision of physical security services, Alarm monitoring and armed response services for Alexander Bay Mine and Muisvlak Mine for a period of 5 years.

2.2 Submission of Proposals

2.2.1. The bid should be hand delivered or couriered to the address specified on page 1 of this document and
it should be clearly marked as:
"PROVISION OF PHYSICAL SECURITY SERVICES, ALARM MONITORING AND ARMED RESPONSE SERVICES FOR ALEXANDER BAY MINE AND MUISVLAK MINE FOR A PERIOD OF 5 YEARS, REFERENCE NUMBER: ALEX RFP 03/2027"

2.2.2. The closing date for the submission of bids is **05 July 2026 at 12h00 mid-day**.

2.2.3. The tender box is only available for deposit of the proposal during working hours (08h00 to 16h00).
2.2.4. The bid closing date, bidder name, and the return address must be indicated on the envelope.
2.2.5. If a courier service company is used for delivery of the bid response, the bid description must be indicated
on the delivery note/courier packaging, and the courier must ensure that documents are placed/deposited into the tender box. Alexkor RMC PSJV will not be held responsible for any delays where bid documents are handed to Alexkor RMC PSJV's receptionist.
2.2.6. Where a bid response is not in the box at the time of the bid closing, such a bid document will be regarded
as a late bid.
2.2.7 It is Alexkor RMC PSJV's policy not to consider late bids for tender evaluation.
2.2.8 Bidders are requested to submit one (1) original and 1 (one) copy of the bid. No email responses will be considered.
2.2.9 **Bidders should adhere to the following**:
2.2.9.1 No costs have been prescribed for the Bidding Document.
2.2.9.2 All proposals must be priced in ZAR, inclusive of VAT.
2.2.9.3 If the bid does not include all the required information, the bid will be considered invalid.
2.2.9.4 The price must remain valid for a period of one hundred and twenty (120) days from the date of submission.

2.3. Costs to be borne by Service Provider

All expenses incurred by the bidders in any way associated with the development, preparation, and submission of responses and providing any additional information required by Alexkor RMC PSJV will be borne entirely and exclusively by the service provider.

2.3 No Legal Relationship

No binding legal relationship will exist between any of the bidders and Alexkor RMC PSJV until the execution of a signed Service Level Agreement (SLA). The Terms of Reference (ToR) document will form part of any such contract or arrangement.

2.4 Evaluation of the proposals

Each bidder acknowledges and accepts that Alexkor RMC PSJV may, at its absolute discretion, apply selection criteria specified in this document for the evaluation of proposals for shortlisting/selecting the eligible bidder(s).

3 INSTRUCTIONS FOR PROPOSALS

3.1 Format of your Proposal

The proposal should be presented in two sections: i.e. the Technical Proposal and the Financial Proposal.

3.1.1 Technical Proposal format

Bidders must structure their financial proposal as per the format indicated in **4.2 below**.

3.1.2 Technical Approach

The bidders should adhere to the Terms of Reference.

4. SCOPE OF SERVICES/WORKS/GOODS.

4.1 General Description of the Site Services

The Scope of Services consists of the supply of comprehensive security services to the Employer, Alexkor RMC JV Diamond Mine (Pty) Ltd ("the Employer"), with the protection of the company's employees and assets, through best practices and systems, as the main concern. The detailed security requirements are flexible and may be changed from time to time to adapt to the latest crime trends and situations arising. Take note of the empowerment clause relevant to this scope.

The parties accordingly agree that the Service Provider and its employees will be required to respond to reasonable requests and amended requirements of the Employer to ensure that the security requirements of the Employer are met.

The Service Provider warrants that it is a leading company in the field of security and that its personnel are experienced and properly trained, organized, financed, equipped, staffed, qualified, licensed, and able to fulfil its obligations in terms of this agreement and in terms of any legislation, past, present, or future. The Service Provider assumes full liability for the security duties of the Employer's operation and facilities.

The Service Provider must be able to comply with Alexkor RMC PSJV in terms of local empowerment. The Service Provider will be required to employ and retain employees of the current Security company, as far as possible.

In general, the Service Provider will, amongst others, but not limited to, be responsible for the following:

- The overall security function, reporting to the Alexkor RMC PSJV Head of Security, with the prime aim of crime deterrence and prevention, intelligence, investigation, and access control.
- Provide a twenty-four-hour, seven-day week security services (including public holidays) on a daily two shift cycle with regard to the following work hours:
- Day shift: 06:00 to 18:00 (12 hours)
- Night shift: 18:00 to 06:00 (12 hours)
- Conduct the service in a manner that complies with the Health and Safety Environmental policies available to the Service Provider upon request from the Employer, and as amended from time to time.
- Adhere to a schedule of security tasks at each post to be performed by the security personnel in terms of this agreement prepared by the Alexkor RMC PSJV Head of Security.
- Provide qualified and competent Private Security Industry Regulatory Authority (PSIRA) registered personnel, trained by PSIRA accredited institutions (contract will be subject to this legislation), fit for duty and able to provide a satisfactory service, in accordance with the security tasks stipulated in the Alexkor RMC PSJV Security policies and procedures, with the understanding that such employees shall at all times comply with the Employer's rules, regulations, policies, and procedures.
- Provide sufficient employees, in accordance with the accepted operational structure, to ensure the smooth operation and administration of the security service.
- Ensure that all security personnel are English literate and able to fluently communicate in English or Afrikaans; can converse with all people gaining access to his/her post, with a minimum desired educational equivalent.
- The service provider will ensure that all its personnel are correctly attired in easily identifiable uniforms and are of neat, clean, and sober habits; are careful, competent, and efficient in their duties; and have the required PSIRA identification at all times. All security officers will be identifiable by means of a proper name tag and a reflective vest.

- Provide Alexkor RMC PSJV with proof of each employee's competency, suitability, and qualifications if and when the Employer so requires, with the understanding that all personnel will already have undergone integrity tests such as a polygraph and a criminal screening. All site-dedicated security employees of the service provider, including the entity, must be screened and must have no previous criminal records. The service provider must submit proof of the Company's PSIRA registration, screening results, and integrity tests (service provider cost).
- The service provider's employees will be screened annually (criminal, credit, and polygraph) by the service provider, at the service provider's cost, with the results supplied to the Alexkor RMC PSJV Head of Security. Members found unsuitable shall be removed from site.
- Ensure that personnel files are maintained for each employee and provide the Alexkor RMC PSJV Security Department with the details as and when required to do so.
- The service provider's employees will perform duties as determined by the Alexkor RMC PSJV Security Department.
- Employees of the service provider will support and testify in criminal, labour, CCMA, and disciplinary court proceedings.
- The Alexkor RMC PSJV Head of Security retains the right to dismiss and remove from the site any employees who have violated business policies, jeopardised safety standards, or shown a lack of compliance with corporate protocols.
- The service provider will ensure that its personnel abide by the Alexkor RMC PSJV Security Services' Behavioural procedure and that the service provider immediately attends to and resolves complaints, grievances, and concerns of its employees.
- The service provider' management and its employees will not bring onto or carry any firearm and/ or ammunition onto the premises of the Employer unless permitted by the Alexkor RMC PSJV Security Department.
- The service provider's employees will undergo polygraph, security clearance, site induction, and medical (entry and exit) as required, at Service providers cost.

- Safe transportation of its employees to and from work – for the account of the service provider.
- Crime Prevention
- Daily visible patrol of the entire mine.
- Inspection of legal occupant premises.
- Crime and incident investigation.
- Manning of access control points and guarding of installations.
- Customer services.
- On-the-job training of subordinates.
- Armed response to emergencies.
- Supply and control of all site registers (OB, visitors' register, pocket books).
- Control of recon concentrate trucks' registers/ waybills.
- Controlling of assets on waybill implementation control.
- Controlling of visitors on access procedure.
- CCTV & Alarm monitoring and response.
- Conducting daily alcohol and drug testing
- Managing daily security-related activities.
- Submitting Safety & Incident reports.
- Security escorts of assets and valuables.
- Ad-hoc requests from the Alexkor RMC PSJV Security Department, e.g., fire prevention, removal of unlawful occupiers, crowd control, etc.
- Reporting to the Alexkor RMC PSJV Security Department on all security-related matters.
- Aerial Surveillance and Monitoring with Drones:
    - Conduct aerial patrols and monitoring of operational areas.
    - Monitor restricted and high-risk areas.
    - Provide real-time aerial observations when required.

- Assist with the detection of unauthorized activities.

4.2 Staffing and Equipment

4.2.1 Operational Vehicles:

- 2 x Shift Patrol LDVs:
- 5x Double cabs, diff lock, and full 4x4
- 1x LDV Armoured Vehicle

4.2.2.1 Firearms and ammunitions

- 15x9mm hand guns
- 6xRifles
- 10xShot guns
- 300x9mm ammunitions
- 200xRifles ammunitions
- 200xShot guns ammunitions
- 300xRubber bullets

All vehicles must be equipped with the following:

- Roll-over protection bar
- Flag holder
- Diff-lock and full 4x4
- Base radio
- Siren/PA system
- GPS Tracking and Dash Cam System with Offsite Monitoring
- Tow bar (with step)
- Reverse siren
- LED roof security lights
- Service provider sticker kit
- The LDV will be equipped with:
- Wrap-around bull bar and roll-bar
- Load bin rubberised with steel canopy
- Please note that a replacement vehicle of similar specification, or as close as reasonably possible, must be made available for replacement during unavailability due to breakdowns and services, and will be delivered to site within 6 (six) hours upon request during business hours. (Site dedicated employees will NOT be used.)
- ALL maintenance and service costs will be for the service provider.

4.2.2 Staff complement

The complement will consist of the following:

- 1x Contract Manager- Grade A Plus Firearm competency (Handgun/Shotgun/Rifle)
- 2 x Site Managers - PSIRA Grade A Plus Firearm competency (Handgun/Shotgun/Rifle) (Mon-Fri)
- 6 x Shift Supervisors - PSIRA Grade B Plus Firearm competency (Mon-Sun)
- 15 x Reaction Officers - PSIRA Grade B (Mon-Sun)
- 59 x Security Officers - PSIRA Grade C

- 1x Task team supervisor- PSIRA Grade B Plus Firearm competency for hand/shotgun and rifle (Business purpose)
- 1x CCTV Technician Grade C
- 1x Drone Operator Grade B

Price schedule for a period of 5 years

Price schedule for a period of 5 years

ALEXANDERBAY STAFF COMPLIMENT AND EQUITPMENTS:	GRADE	SHIFT	DAYS	REQUIRED NO.s
1x Contract Manager with Firearm Competency	A	06:00-18:00	Mon-Fri	1
1x Site Manager with firearm competency.	A	06:00-18:00	Mon-Fri	1
1x Drone Operator (DJI Matrice 350 RTK)	B	06:00-18:00	Mon-Fri	1
1x Reaction Team Supervisor with Firearm Competency	B	06:00-18:00	Mon-Fri	1
1x Security Official: Key Control	C	06:00-18:00	Mon-Fri	1
1x Security Official: Freight Yard	C	06:00-18:00	Mon-Fri	1
1x CCTV Technician	C	06:00-18:00	Mon-Fri	1
1x Security Official Sort house vault with firearm competency	C	06:00-18:00	Mon-Fri	1
1x Security Officials: Sort House, Weighing Room, with Firearm Competence	C	06:00-18:00	Mon-Fri	1
1x Security Official Witvoorkop Rayrox Bedrock	C	06:00-18:00	Mon-Fri	1
1x Security Official Witvoorkop CJ Operations Bedrock	C	06:00-18:00	Mon-Fri	1
1x Security Official Arriesdrift Mastacode Bedrock	C	06:00-18:00	Mon-Fri	3
2x Security Officials: Boomgate	C	06:00-18:00	Mon-Fri	2
1x Security Official Access Control	C	06:00-18:00	Mon-Sun	3
1x Security Official Arriesdrift Access Control	C	06:00-18:00	Mon-Sun	3

1x Security Official Witvoorkop Plant Rednex	C	06:00-18:00	Mon-Sun	3
1x Security Official Witvoorkop Access Control	C	06:00-18:00	Mon-Sun	3
1x Security Official Witvoorkop CC Steelworks Plant	C	06:00-18:00	Mon-Sun	3
1x Security Official Final Recovery DMS Plant	C	06:00-18:00	Mon-Sun	3
1x Security Official Final Recovery Gate	C	06:00-18:00	Mon-Sun	3
1x Security Official Final Recovery Access Control	C	06:00-18:00	Mon-Sun	3
1x Security Official Final Recovery Gravel Bins	C	06:00-18:00	Mon-Sun	3
1x Security Official Noordsif Plant (Globelnet)	C	06:00-18:00	Mon-Sun	3
1x Security Official Voltas Plant(Jovan)	C	06:00-18:00	Mon-Sun	3
3x Reaction Team Officials with Firearm Competency	C	18:00-06:00	Mon-Sun	9
MUISVLAK:				
1x Site Manager with Firearm Competency	A	06:00-18:00	Mon-Fri	1
1x Security Shift Supervisor with Firearm Competency	B	06:00-18:00	Mon-Fri	3
1x Security Official Muisvlak Access Control	C	06:00-18:00	Mon-Sun	3
1x Security Official Shift Driver	C	06:00-18:00	Mon-Sun	3
1x Security Official Boomgate	C	06:00-18:00	Mon-Sun	3
1x Security Official Muisvlak Plant	C	06:00-18:00	Mon-Sun	3
1x Security Official Keycontrol/PCC	C	06:00-18:00	Mon-Sun	3
1x Security Official DBM Plant	C	06:00-18:00	Mon-Sun	3
2x Reaction Team Officials with Firearm Competency	C	06:00-18:00	Mon-Sun	6
			Total Staff	**86**
EQUIPMENT(S)-				
Shift Patrol LDV's: Fitted with base radios.				2

Double cabs, diff lock, and full 4x4 Fitted with base radios				5
LDV Armored Vehicle 4x4 and fitted with a base radio				1
Two-way handheld radios				30
Two-way base radios fitted in control rooms				2
Drone 1 x DJI Matrice RTK				1
AMMUNITION(S)-				
9mm hand guns				15
Rifles				6
Shot guns				10
Ammo 9 mm				300
Ammo Rifles				200
Ammo shot guns				200
Rubber bullets				300

Food and accommodation

- Unfurnished hostel accommodation will be provided by Alexkor RMC PSJV.
- Bidders will be responsible for supplying all meals for the security personnel.
- Kitchen facilities will be available, but it is unfurnished.

NB: Training of the staff to the requested levels of competency will be for the Service Provider's account. Relievers should be trained to comply with the minimum requirements for the person they relieve.

Contract Manager

This person will have the following qualification/meet the following criteria:

- PSIRA Grade A (studying towards a formal qualification will be advantageous)
- Grade 12
- At least 5 years' experience as a Contract Manager
- Drivers Licence
- English literate and proficient
- Computer literate and report-writing skills
- Safety & Risk Management
- Excellent communication and service-orientated skills
- Ability to manage and motivate team members for optimal performance and compliance
- Armed Reaction experience and qualification (NQF & SASETA recognised)
- Crowd/Riot Control training (including Conflict Management)
- SAPS competency to handle a handgun, shotgun and rifle (business purposes)
- Knowledge of the Mine Health and Safety Act, the Criminal Procedure Act, the Private Security Industry Regulation Act, and the Explosives Act & Firearms Control Act
- Knowledge of CCTV, alarm and security systems (experience and formal qualification will be advantageous)

- Knowledge of basic risk analysis and auditing practices
- Knowledge of logistics and equipment maintenance/management
- Knowledge of crime scene investigation (Experience and formal qualification will be advantageous) • SETA-approved 4 x 4 training
- Incident/Accident Investigation experience (Formal qualification will be advantageous)

4.2.3 Security background checks/vetting in respect of the preferred bidder and the Director(s) and security officer(s) shall be conducted, and they will be required to sign an oath of secrecy upon assumption of duty. Appointment of the preferred bidder shall be done subject to positive background checks.

4.2.4 Security Officers

- All security officers appointed by the preferred bidder to provide security services at the Alexkor RMC PSJV must be South African citizens.
- The preferred bidder shall, in order to ensure continuity of the security services to be rendered, allocate specific personnel to the sites.
- The rotation of any security officers may only be executed with the prior consent of the Security Manager.
- Rotation of any security officers shall be done through the Security Manager.
- Security officers must be rotated twice per annum.

4.2.5 Security Training

- Security officers to be provided to render the services must be trained by a PSIRA-accredited training centre and provide proof thereof.

- All security officers that the preferred bidder provides to render security services shall, at minimum, have a Grade 10 school qualification.

- Provided security officers must be able, or be trained, to operate access control systems, e.g. boom gates, scanners, or security X-ray machines, and metal detectors.
- Unscheduled risk assessments to determine capacity will only be conducted on shortlisted preferred bidders, and will include an office visit and verification of the availability of 24 hours fully functional control room and the availability of 24 hours' response vehicles.
- Bidders must provide 24-hour supervision and immediate response to emergencies.
- The above-mentioned Supervisor or Area Managers (Grade B) shall be available at all times. The officer will not be on the site but in the offices of the Private Security Service Provider.
- Preferred bidders must have dedicated vehicles to respond to emergency situations.

4.2.6 Minimum Wages

- Security officers must be paid at least the Minimum Wage according to the Basic Conditions of Employment Act 75 of 1997: Sectorial Determination, as amended, for the private security sector.

- To validate the above, the Security Management or Provincial Management shall conduct spot checks of salary advice slips/ pay slips.
- Non-compliance with the Minimum Wage might lead to **the cancellation of the contract.**
- The stipulations for price adjustments in the Minimum Wage/Government Notice (Sectoral determination shall apply).

4.2.7 Assumption of Duty

- Preferred bidders must be in a position to assume duty a month after acceptance of the bid.

4.2.8 Provision of personnel during crisis situations

- Preferred bidders must undertake to provide a certain and reasonable number of security officers, as may be required for the rendering of services during any unforeseen emergency situation.

4.2.9 Security Services

- The quality of the security services to be rendered must be in accordance with the acceptable security standard and the minimum requirements set by Alexkor RMC PSJV.

4.2.10 Security Personnel

- Security officers must be able to speak, read, and write in English and must, at least, be able to communicate in two (2) other additional languages.
- Security officers must not be younger than 18 years of age.
- Security officers should not have been found guilty of offences specified in the Schedule of Offences stipulated in the PSIRA.
- The security officers to be provided to render the service must, at least, have one (1) year of security experience.
- All armed security officers must comply with the Firearms Controls Act of 2000. Copies of competency certificates and annual evaluations must be submitted to the Security Manager. Any member who does not meet the requirements of the Firearms Control Act of 2000 will not be allowed to carry a firearm.
- Alexkor RMC PSJV has the right to screen and interview security officers that the preferred bidder appointed or provided to render the service at any time after the awarding of the tender.

4.2.11 Confidentiality Agreement (Declaration of Secrecy)

- Security officers shall, at the commencement of this agreement, sign a confidentiality agreement as prescribed by Alexkor RMC PSJV Security Policy.

4.2.12 General Conduct of Security Officers

- Security officers must always present an acceptable image and appearance, which implies, inter alia, that they may not sit, lounge about, smoke, eat, or drink while attending to clients.

- Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary argument with visitors/staff or discourteous behaviour towards them.
- Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- The preferred bidder or his employees must not furnish any information concerning Alexkor RMC PSJV activities to the public or the media.
- Alexkor RMC PSJV has the right to ascertain from PSIRA whether the security officers are in compliance with PSIRA.

4.2.13 Uniform and Identification

- The preferred bidder undertakes to ensure that each member of his/her security officers will, at all times when on duty, be fully equipped in respect of:

  (a) A neat and clearly identifiable uniform of the company, which will include raincoats and overcoats, etc.

  (b) For security officers performing duties at duty points where specific identification is required, the preferred bidder will issue reflective "vests or bibs," which must be worn by security officers whilst on duty at the said duty points.

  (c) A valid PSIRA identification card with the member's photo, identification, and registration information, or a company access card with a photo, identification, and PSIRA number must be worn conspicuously on his/her person at all times. Alexkor RMC PSJV Security Department will provide biometric access to security officers when the need arises.

4.2.14 Security Aids

- Security aids must be worn by security officers at all times whilst on duty and must be issued by the preferred bidder, namely:

  (a) Number of batons must be equal to the number of security officers on site.
  (b) Number of handcuffs equal to the number of security officers on site.
  (c) Pocketbooks for all security officers.
  (d) Pens for all security officers.
  (e) 1 X base radio linked to the control room, and hand held two way radios with chargers for every security point.
  (f) Hand-held metal detectors: 1 x per Access Control Point.
  (g) 1 x torch per site.
  (h) 1 x vehicle licence/Access Scanner per Access Control Point.

4.2.15 Registers to be utilized and maintained

- The preferred bidder must ensure that the Occurrence Book and Access Control Registers or forms, which are provided by the preferred bidder, are utilized and maintained as required.

4.2.16 Occurrence Book – Purpose

- To keep a record of all incidents, occurrences, or observations made by the security officers whilst on duty for record purposes.
- Compulsory Entries: All listed routine procedures, such as patrols undertaken, handovers of shifts, and the procedures followed, by whom, and the time of commencement. These entries must always be made clearly legible in black ink.
- All occurrences/events, however important, slight, or unusual, with reference to the correct time and the relevant actions taken.
- All security officers' activities - especially deviations in respect of the duty list - particulars of the officers and the relevant times.
- The unlocking/locking of the main access doors/gates, indicating the time and the name of the person who locked or unlocked.
- The handing over of shifts, mentioning all names of all shift officers and the accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- All site visits made by the preferred bidder's Supervisor, Management, and Alexkor RMC PSJV management must be transacted or done in red ink.
- Under no circumstances may an entry in the Occurrence Register be erased or totally deleted. It shall only be crossed out by a single line and initialled at the side.
- Perusal of the Occurrence Book: After handing over of the shifts, the person taking over the shift must make an entry confirming that he/she has read the occurrence book in order to acquaint himself/herself with events that occurred during the previous shift.
- Alexkor RMC PSJV Management, if it so wishes at any time, has the right to peruse the private Company's registers and update related registers.

4.2.17 Shift roster

- Purpose: To indicate the number of days, hours of work, and names of security officers who are or will be on duty over a specific month or period.
- Drafting of shift roster: Daily, weekly, or monthly shift rosters of all security officers must be drawn by the preferred bidder and kept on site where the service is rendered.
- Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialled, dated, and noted in the occurrence book.
- Duty sheet purpose: to ensure that all security officers on duty are familiar with their duties as required by the contract.
- The preferred bidder must have a fully expounded duty sheet available at each duty point on the site.

4.2.18 Two-way radios/handheld radios

- Purpose: To ensure that there is immediate communication between the various duty points on the site and the control room of the preferred bidder.

- Radios must be serviceable at all times and must be issued to the security officer patrolling the site for immediate communication with the base station/control room, response vehicles, or other security officers.

4.2.19 Lost Articles

- All lost and found items must be immediately handed in at the site control room or to the administration officer, and must be recorded in the occurrence book.

4.2.20 Deliveries

- Security officers must not accept or receive private deliveries for any Alexkor RMC PSJV employees.

4.2.21 Labour Unrest/Picketing

- Security is essential; therefore, security officers shall not take part in any strike or picketing organized by Alexkor RMC PSJV employees.
- Should services be interrupted as a result of any form of labour unrest, dispute, civilian disorder, a local or national disaster, or any cause beyond the control of the preferred bidder, the parties must come to an agreement on methods to ensure the continuation of the security services.

4.2.22 Records to be kept at the Preferred Bidder's Headquarters

- The preferred bidder must keep relevant files related to the bid/contract as well as all appropriate documents of all security officers who are employed for rendering services to Alexkor RMC PSJV, and make them available for inspection by Alexkor RMC PSJV's Security representatives.
- Documents shall include, inter alia, qualifications of security officers, medical certificates, PSIRA certificates, firearm-related documentation, proof of registration with the provident fund, etc.

4.2.23 Contact with Departmental Employees

- The supervisor must immediately report any abnormal or noteworthy incidents to the Alexkor RMC PSJV Security Manager, who in turn will inform top management.
- A meeting in which formal discussions can be held between the Alexkor RMC PSJV Security Manager and the preferred bidder's Contract/Site manager, or the preferred bidder, must be held at least monthly, or as and when required. Minutes of such meetings must be kept by the Alexkor RMC PSJV Security Department.

4.2.24 Maximum Shift Hours

- All security officers must work in line with the Sectoral determination. No security officer must be allowed to work a shift longer than twelve (12) continuous hours.

4.2.25 Inspections

- The Contract/Site Manager shall conduct periodic after-hours inspections on the premises where security officers are deployed.

- Alexkor RMC PSJV has the right to inspect the service rendered by the preferred bidder at any time. In order to ensure that the service is rendered in accordance with the conditions of the contract and the site specifications.
- The Alexkor RMC PSJV shall pass, in writing, through the office of the Contract Security Manager, for all additional requests in respect of the rendering of the service.
- Alexkor RMC PSJV Security Manager holds the right to request the preferred bidder, through official communication, to remove a security officer from the site and provide reasons therefor. In such a case, the security officer must leave the site forthwith and be replaced by another.
- Alexkor RMC PSJV will not be held liable for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

NB:The Directorate representative will have the right to daily check whether personnel are available at the site in terms of the conditions.

4.2.26 Liability

Damages and losses

- The preferred bidder will be held responsible for any damage or loss suffered by the Alexkor RMC PSJV as a result of the preferred bidder's employees' negligence or intent, which originated at the site.

- Alexkor RMC PSJV will be liable for any loss or damage of any nature to the preferred bidder's property or any item/s kept on site where the loss originated from negligence or intent on the part of Alexkor RMC PSJV.
- Alexkor RMC JV is indemnified against any liability, compensation, or legal expenses in respect of the following: -

  (a) Loss of life or injuries sustained by security officers during the execution of their duties.

  (b) Damage to or destruction of any equipment.

4.2.27 Departmental Equipment

- The preferred bidder may not, unless otherwise specified, make use of any of the Alexkor RMC PSJV equipment, aids and/or property for purposes of compliance with the conditions. The equipment, aids and/or property include, inter alia, vehicles, stationery, firearms, etc.
- All keys required to gain access to those parts of the site where the service is to be rendered according to the conditions will be provided.

4.2.28 Pro-Rata Decrease of Payment or Penalties

- If at any specific time the service is not rendered in accordance with the conditions of the contract or the specifications, Alexkor RMC JV has the right to adjust payment pro-rata or penalize the preferred bidder.

4.2.29 Termination of Service

- The General Conditions and or special conditions of the contract will apply in respect of termination of this bid.
- The contract will be terminated immediately should the preferred bidder no longer qualify as a security service provider in terms of the PSIRA.
- The preferred bidder must notify the Alexkor RMC PSJV Security Manager immediately should he/she or any member of his/her security officers no longer meet the qualifications or conditions of the PSIRA, and the preferred bidder must immediately remove from the site and replace any of his/her security officers who no longer qualify as security officers in terms of the Act.

4.2.30 Additional Requirements

- A security officer must be inspected at least once a day by the preferred bidder or his representative.
- A direct communication channel must be established between the security officers and the control room of the preferred bidder.

4.2.31 Termination of Contract

- The contract is for a period of 5 years, but Alexkor RMC PSJV reserves the right to terminate the contract with one month's written notice for breach of contract.

4.2.32 Reporting Requirements

- The preferred bidder will report to the Alexkor RMC PSJV representative.
- The preferred bidder shall, every month, supply a summarized written report to the Alexkor RMC PSJV Security Manager specific problems, suggestions, improved methods, and work programs, tenants' complaints and remedial action, and all other matters connected with this agreement.
- Security Management will hold quarterly meetings with the preferred bidder, and these meetings will be held at the Alexkor RMC PSJV administration offices.

4.2.33 Alarm monitoring and armed response only

- Alarm monitoring and armed response will be required at both the Alexander Bay and Muisvlak Mines. NB: Both mines already have alarm systems.
- The preferred bidder is expected to install a radio transmitter and connect it to the bidder's control room.
- Below are the duties and responsibilities of the preferred bidder as far as alarm monitoring and armed response is concerned: -
    - Install a radio transmitter and connect to the Telkom network (land line) and link it via a Wide Area Network (>NAN) with the preferred bidder's control room;
    - Provide 24-hour alarm monitoring and an armed response in the event of alarm activation at the Alexkor RMC JV offices/Plants and the Sort House.
    - The preferred bidder must be able to respond immediately upon receipt of alarm signals.

- Ensure the maintenance and functioning of the radio transmitter.

- Alexkor RMC PSJV will ensure that there is a technician available on standby 24 hours in the event of malfunctioning of the alarm system;
- Control room must, upon receipt of alarm activation, contact the activation point or the designated Alexkor RMC JV Security official to: -
- Establish the authenticity of the activation;
- Identify the nature of the threat, such as but not limited to hostage, burglary, etc.;
- Prepare armed response patrol officers or other emergency services for the threat by forewarning them;
- Provide for SMS alert services in case of power failure, low batteries, and communication tests not received from the panel.

4.2.34 Procedure in case of alarm activation

- The control room shall, immediately upon the activation of the alarm, enquire from Alexkor RMC PSJV officials whether there is an emergency
- Control room shall notify a technician within three (3) minutes of the activation if there is a malfunction;
- Technician shall, within twenty (20) minutes of notification, attend to the Alexkor RMC PSJV premises.
- In the event of an emergency, the control room shall immediately dispatch a response vehicle and armed response officers to the Alexkor RMC PSJV premises.

4.2.35 Sub-contracting within a month after appointment.

The bidder must subcontract; the successful bidder will be responsible for appointing and recruiting the subcontractor.

The subcontractor must be located within the Namaqua region.

The bidder must subcontract 30% of the contract value.

- In the event of sub-contracting, there must be a signed agreement between the preferred bidder and the subcontractor, and the subcontracting company must meet all the minimum requirements mentioned above.
- The sub-contracting company must issue its security officers with the same uniform as that of the preferred supplier.
- Those suppliers who did not indicate that they are subcontracting cannot subcontract at a later stage.
- Any payments owed to the sub-contractor are the bidder's responsibility.
- The sub-contractor(s) is/are not permitted to communicate directly with Alexkor RMC PSJV; instead, the sub-contractor must use the successful bidder if they need to speak with the employer about anything.

5. STANDARD REQUIREMENTS OF THE BID

5.1 Disclosures

5.1.1 The bidder must disclose:

- If they are or have been the subject of any proceedings relating to bankruptcy/insolvency.
- If they have been convicted of, or are the subject of any proceedings relating to:

- A criminal offence or other offence involving activities of a criminal nature in its organization, or found by any regulator or professional body to have committed professional misconduct.
- Corruption, including the offer or receipt of any incentive of any kind in relation to obtaining any contract with any contracting authority.
- Failure to fulfill any obligation in any jurisdiction relating to the payment of taxes and other legal obligations.
- Any other information that is relevant.

5.1.2. If a bidder or related company, or any individual, discloses details of any previous misconduct or complaint, Alexkor RMC PSJV will seek an explanation and background details. At the sole discretion of Alexkor RMC PSJV, an assessment as to whether the bidder will be allowed to continue to the next phase of the evaluation phase will be made.

5.1.3 Disclosure extends to any company in the same group of the bidder, including but not limited to parent, subsidiary, and related parties, companies with common shareholders (whether director or indirect) and parties with whom the bidder is associated in respect of this tender.

5.2 Disclaimer

Alexkor RMC PSJV reserves the right not to appoint a service provider and to:

- Award the contract or any part thereof to one or more service providers;
- Reject all the bids;
- Decline to consider any bids that do not conform to any aspect of the bidding requirements;
- Request further information from any bidder after the closing date for clarity purposes;
- Cancel this bid or any part thereof at any time; and
- Should any of the above occur, it will be communicated in writing to all the bidders.

5.3 Confidentiality

- Bids submitted will not be disclosed to any other bidders.
- All information pertaining to Alexkor RMC PSJV obtained by the bidder as a result of participation in this RFP is confidential.

5.4 Disqualification

Any form of canvassing/lobbying/influence regarding the short listing will result in disqualification.

6. EVALUATION CRITERIA

Bids will be evaluated in three (3) stages.

Stage 1-Administrative Compliance.

This entails the initial screening of bid responses received at close of the bid. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all the mandatory requirements.

The following mandatory documents must be submitted for the first stage of evaluation:

- Compulsory site visit and briefing session
- Copy of the company registration documents.
- Copies of directors' or owners' identity documents
- Central Supplier Database (CSD) registration documents not older than 1 month and it must be tax compliant.

- Valid Tax Clearance Certificate/SARS PIN.
- Valid BBBEE certificate/Sworn affidavit.
- Valid certified copy of the company's PSIRA certificate and all PSIRA certificates for all company director(s).
- Valid certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act)
- Proof of the Unemployment Insurance Fund (UIF) registration;
- Valid copy of an insurance certificate or letter of intention (quotation)
- Company letter of firearm competency; certified copy of the firearm competency certificate or licence/certificate to possess firearms.
- Company profile.
- All the SBD (standard bid document) forms must be completed and signed.
- A copy of bidder(s) signed Annual Financial Statements for the last two financial years must be attached. (Assessment will be done to determine the financial stability of the service provider.)
- Joint Venture/Consortium agreement signed by both partner(s) is/are required, clearly indicating the lead partner **(each company compliance documents and combined BBBEE certificate) if applicable.**

Stage 2-Technical/Functionality Assessment

This evaluation will be based on the responses using the functional assessment below:

The bidder must score at least 70 points out of 100 points on technical/functionality to qualify for the next phase.

Technical Criteria	**Maximum points per Criterion**
Service Provider Ability Number of years of experience in providing security services • 5 – 9 years = 20 points • 10 - 14 years = 30 points • 15 - 20 years and more = 40 points Submit the company profile indicating the number of years of experience in mining security services, which must be linked to the reference letters provided.	**40 points**
Provide contactable references that prove the service provider has performed similar services before. Note: References should be presented in the form of a letter on an official letterhead. • Four and more (20 points) • Three (10 points) • Less than two (5 points)	**20 points**
Security plan (Provide us with a plan, including the number of personnel and equipment (security personnel, vehicles, and weapons) they have on hand, to guarantee the proper security services at Alexander Bay Mine and Muisvlack Mine.) Excellent -40 points Good - 30 points Not sufficient – 0 points	**40 points**
Total	**100 points**

Stage 3- Evaluation in terms of PPPFA Regulation, 2022 (90/10)

This bid will be evaluated and adjudicated according to the 90/10 preference points system. The 90 points will be awarded for price, and 10 points will be awarded for the BBBEE specific goals. Breakdown of points

90/10 Preferential point component	**Points**
Pricing	90
BBBEE Level Contributor	10
Total	**100**

$$Ps = 90 * \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

* Ps = Points scored for the price of the tender under consideration.
* Pt = Price of the tender under consideration; and
* Pmin = Price of the lowest acceptable tender.

3.1 Specific Goals

Alexkor RMC PSJV has identified specific goals that will be used to promote transformation and empowerment in the request for proposal. The specific goals applicable to this tender/bid is stated in the table below.

No.	**The specific goal in terms of this tender/bid**	**Number of points (10 points)**	**Documents to be submitted for verification**
1.	Percentage (%) ownership by black	Points (3)	- Valid B-BBEE certificate/Sworn affidavit
	51% -100 %	3	
	0%-50%	2	
2.	Percentage (%) ownership by women	Point (3)	- Valid B-BBEE certificate/Sworn affidavit
	51% -100 %	3	
	0%-50%	2	
3	Percentage (%) ownership by Youth	Points(2)	- Valid B-BBEE certificate/Sworn affidavit
	51%-100 %	2	
	0%-50%	1	
4	Percentage (%) ownership of people living with disability	Points(2)	- Valid B-BBEE certificate/Sworn affidavit
	51% -100 %	2	
	0%-50%	1	

7. PRICES

- Provide a "Pricing Grid" or "Transaction Fee Schedule."
- The total price should be split between the 5 years. (Year 1,2,3, 4 and year 5)
- The total bid price (VAT inclusive) should be transferred to the Standard Bidding Document (SBD

8. PAYMENT TERMS

Alexkor RMC PSJV undertakes to pay valid invoices in full within thirty (30) days from the statement date for services rendered or goods delivered.

9. REQUIREMENTS PRIOR TO CONTRACT AWARD

The following requirements must be met prior to a contract award being made to the preferred bidder. Should a preferred bidder not respond positively to Alexkor RMC PSJV's written request within 7 working days of delivery of such request (if this has not been submitted with the tender), that tenderer will be disqualified and the next-ranking bidder will be considered.

10. VALIDITY

A proposal shall remain valid for one hundred and twenty calendar days (120) after the closing date of the submission for proposals.

11. SIGNATORIES

All responses to this RFP should be signed off by the signatories of the bidder.

12. SPECIAL TERMS AND CONDITIONS

- The successful service provider must Sub-contract 30% of the value of the contract to one of the security companies within the Namaqua region (Northern Cape province).
- Alexkor RMC PSJV reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the bidder.
- This bid will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA.
- Alexkor RMC PSJV is the sole adjudicator of the bid and the decisions in this regard will be final.
- The Annexures are part of the bid documentation and must be signed by the bidder and attached to the bid document.
- The change in price during the contract period must be communicated in writing, which will be subject to Alexkor RMC PSJV management approval.
- Change in the security personnel and equipment may be required due to changes in the mining environment; the changes will be communicated to the successful bidder.
- Alexkor RMC PSJV will conduct a due diligence on the recommended service provider(s).

APPROVED BY:

MR. M.G MOTHAPO
GMM/CEO
DATE: 09 JULY 2026

ALEXKOR

RMC
Richtersveld Mining Company

ANNEXURE A ALEX RFP 03/2027

BID SUBMISSION CHECKLIST-

Name of the Bidder/Company:			
Item/No.	**Description**	**Yes**	**No**
1.	Please indicate below if whether the SBD (Standard Bidding Document) Forms are duly completed and signed by the relevant person:		
1.1	SBD 1		
1.2	SBD 4		
1.3	SBD 6.1		
1.4	General Conditions of Contract (GCC), Please accept by ***initializing on each page***		
2.	**Compulsory Requirements/Documents**		
2.1	Please indicate as to whether the following documents/certificates have been attached?		
2.1.1	Copy of the company registration documents.		
2.1.2	Copies of directors' or owners' identity documents		

2.1.3	CSD registration not older than 1 month		
2.1.4	A Valid Tax Clearance Certificate/SARS pin		
2.1.5	Valid BBBEE Certificate/Sworn Affidavit		
2.1.6	Valid certified copy of the company's PSIRA certificate and all PSIRA certificates for all company director(s).		
2.1.7	Valid certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act)		
2.1.8	Proof of the Unemployment Insurance Fund (UIF) registration		
2.1.9	Proof of the Unemployment Insurance Fund (UIF) registration		
2.1.10	Company letter of firearm competency; certified copy of the firearm competency certificate or licence/certificate to possess firearms.		
2.1.11	Company profile		
2.1.12	All the SBD forms must be fully completed and signed.		
2.1.13	A copy of bidder(s) signed Annual Financial Statements for the last two financial years must be attached. (Assessment will be done to determine the financial stability of the service provider.)		
2.1.14	Joint Venture/Consortium agreement signed by both partner(s) is/are required, clearly indicating the lead partner **(each company compliance documents and combined BBBEE certificate) if applicable.**		
3	Please indicate as to whether the following documents/certificates have been attached?		

3.1	Provide contactable letters of reference for similar services provided before		

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS)*

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				
	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.

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

---

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.

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

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

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

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

SPECIFIC GOALS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS AND DEFINITIONS

---

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 ~~not~~ exceed R50 000 000 (all applicable taxes included) and therefore the ...10..... preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals.

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

	POINTS
PRICE	~~80~~ 90
SPECIFIC GOALS	10
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a bidder to submit the required documents to substantiate the points claimed with the bid, will be interpreted to mean that points for specific goals 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 specific goals 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) "Specific goals" means specific goals as contemplated in section 2(1)*(d)* of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development

Programme as published in *Government Gazette* No. 16085 dated 23 November 1994

(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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE (the ~~80/20 or~~ 90/10 preference point systems)

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT.**

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 3 (1) an organ of state must, in the tender documents, stipulate the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

SPECIFIC GOAL	**NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)**	**NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)**
1.Enterprise owned by Black people	4	2
2.Enterprise owned by Women	4	2
3. Enterprise owned by Youth	4	2
4.Enterprise owned by Disabled persons	4	2
5. Enterprise owned by SMME`S – QSE and EME	4	2

5. BID DECLARATION

5.1 Bidders who claim points in respect of specific goals must complete the following:

SPECIFIC GOAL	NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)	NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)
1.Enterprise owned by Black people		
2.Enterprise owned by Women		
3. Enterprise owned by Youth		
4.Enterprise owned by Disabled persons		
5. Enterprise owned by SMME`S – QSE and EME		

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 3.1

6.1 Specific goals: = ..10..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 3.1 and must be substantiated by submitting the required documents.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

7.8 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 specific goals indicated in paragraphs 1.4 and 5.1 of the foregoing certificates, 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 5.1, 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.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

TABLE OF CLAUSES

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

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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.