

**PART A**  
**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO ECONOMIC DEVELOPMENT ENVIRONMENT AND TOURISM)

BID NUMBER:	EDET 315/2025	CLOSING DATE:	17 February 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF PHYSICAL SECURITY SERVICES AT LEDET CLUSTER 11,12, 13, 14, 15, 16 AND 17 A PERIOD OF THIRTY- SIX (36) MONTHS, CLUSTERED				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT & TOURISM
DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM					HEAD OFFICE
19 BICCARD STREET POLOKWANE 0699					2026 -01- 16

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO		PRIVATE BAG X 9484, POLOKWANE 07000 LIMPOPO PROVINCE
CONTACT PERSON	MS MAKHUBELE VM	CONTACT PERSON	MR HLATSHWAYO SP	
TELEPHONE NUMBER	015 293 8852/ 083 649 0624	TELEPHONE NUMBER	015 293 8655/ 082 809 8864	
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	MakhubeleVM@ledet.gov.za	E-MAIL ADDRESS	HlatshwayoSP@ledet.gov.za	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
  - BIDS WITH A RAND VALUE ABOVE R2000.00 AND R50 000 000.00 INCLUSIVE OF ALL APPLICABLE TAXES, 80/20 PREFERENTIAL SYSTEM WILL BE APPLICABLE
  - BIDS WITH A RAND VALUE ABOVE R50 000 000.00 WILL BE EVALUATED ON A 90/10 PREFERENCE SYSTEM
- 1.4. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/ INDENTITY NUMBER; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.5. A COPY OF THE CSD REPORT SHOULD BE SUBMITTED WITH RESPONSE TO THE INVITATION
- 1.6. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) OR THE SERVICE LEVEL AGREEMENT (SLA)

**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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

Name of bidder.....	Bid number EDET 315/2025
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Closing Time 11:00	Closing date 17/02/ 2026
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**OFFER TO BE VALID FOR 210 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF PHYSICAL SECURITY SERVICES AT LEDET CLUSTER 11,12, 13, 14, 15, 16 AND 17 A PERIOD OF THIRTY- SIX (36) MONTHS, CLUSTERED	R.....

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

## TERMS OF REFERENCE FOR

### RENDERING OF PHYSICAL SECURITY SERVICES AT LEDET VARIOUS SITES FOR A PERIOD OF THIRTY-SIX (36) MONTHS, CLUSTERED AS FOLLOWS:

Cluster	Site
Cluster 11	Evirdiki Towers: Head Office and Seshego Revenue office
Cluster 12	Mopani District: Lekgalameetse Nature Reserve
Cluster 13	Modjadji Nature Reserve and Modjadji Cycard
Cluster 14	Musina Nature Reserve, Nzhelele Dam Nature Reserve
Cluster 15	<b>Mopani District Various Revenue Offices</b> Hlanganani, Namakgale, Giyani, Ritavi, Lulekani and Tzaneen Service Centre
Cluster 16	<b>Sekhukhune District Various Revenue Offices</b> Sekgosese, Thabamoopo, Praktiseer, Nebo and Sekhukhune and Potlake Nature Reserve
Cluster 17	<b>Waterberg district Various Revenue Offices</b> Lephalale, Modimolle, Mokerong and Thabazimbi

## 1. ABBREVIATIONS/ACRONYMS

Abbreviations are as follows and remain constant throughout this document:

Security Manager	SM
Private Security Industrial Regulatory Authority	PSIRA
Identification Card	ID card
Occurrence book	OB
Security Liaison Officer	SLO
Security Officer	SO
Service Provider	SP
South African Police Services	SAPS
Security and Facility Management	SFM
Department of Economic Development, Environment and Tourism	DEPARTMENT
State Security Agency	SSA
Service Level Agreement	SLA

## 2. **APPLICABLE LEGISLATIONS**

- Constitution of the Republic of South Africa, 1996
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedures Act, 1977, (Act 51 of 1977), as amended.
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Control of Access to Public Premise and Vehicles Act, 1985 (Act 53 of 1985)
- National Key Points Act, 1980 (Act 102 of 1980)
- Trespass Act, 1959 (Act 6 of 1959)
- Labour Relations Act, 1995 (Act 66 of 1995)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- Protected Disclosures Act, 2000 (Act 26 of 2000)
- Intimidation Act, 1982 (Act 72 of 1982)
- Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)

- Public Finance Management Act, 1999 (Act 1 of 1999) and Treasury Regulations
- Preferential, Procurement Policy Framework Act No. 5 of 2000
- Preferential Procurement Regulation 2022
- Compensation for Occupational Injuries and Diseases Act No. 30 of 1993

### 3. PURPOSE

- To appoint a Service Provider(s) for rendering of Physical Security Services at Cluster 11,12,13,14,15,16 and 17 for a period of thirty-six (36) months.
- The appointed Service Provider(s) will be responsible for the protection of departmental staff, visitors and state assets including other valuables at the intended sites against theft, vandalism, and any other unlawful act.
- Protect the state's officials against internal and external injuries, death, or any offences, including offences referred to in the Criminal Procedure Act, 1977.

### 4. BACKGROUND

According to Section 38(d) of the PFMA, the Accounting Officer for the department, trading entity or constitutional institution is responsible for the total management of the department, including the safeguarding, maintenance, and management of assets.

### 5. SCOPE OF WORK

#### RENDERING OF PHYSICAL SECURITY SERVICES AT THE FOLLOWING LEDET SITES:

Cluster	Site
Cluster 11	Evirdiki Towers: Head Office and Seshego Revenue office
Cluster 12	Mopani District: Lekgalameetse Nature Reserve
Cluster 13	Modjadji Nature Reserve and Modjadji Cycard
Cluster 14	Musina Nature Reserve, Nzhelele Dam Nature Reserve
Cluster 15	<b>Mopani district Various Revenue Offices</b> Hlanganani, Namakgale, Giyani, Ritavi, Lulekani and Tzaneen Service Centre
Cluster 16	<b>Sekhukhune district Various Revenue Offices</b> Sekgosese, Thabamoopo, Praktiseer, Nebo and Sekhukhune and Potlake Nature Reserve
Cluster 17	<b>Waterberg district Various Revenue Offices</b> Lephala, Modimolle, Mokerong and Thabazimbi

The successful bidder/s must render Private Security Services at the below mentioned sites

SITE	NUMBER OF GUARDS		TOTAL NUMBER OF GUARDS	GRADE	ARMED	UNARMED
	DAY SHIFT	NIGHT SHIFT				
<b>CLUSTER 11 HEAD OFFICE AND SESHEGO REVENUE OFFICE</b>						
Main Entrance Gate	1	-	1	ED/C	Armed	-
Exit gate Biccard	1	-	1	ED/C	Armed	-
Center Parking Entrance/Exit	1	-	1	ED/C	-	1 Unarmed
MEC's Entrance	1	-	1	ED/C	-	1 Unarmed
Reception Hans van Ransburg	3	2	5	ED/C	2 - Armed dayshift 2 - Armed night shift	1 Unarmed
Reception Biccard street	3	2	5	ED/C	2 - Armed dayshift 2 - Armed night shift	1 Unarmed
Seshego Revenue Office	1	-	1	ED/C+CIT	Armed	-
Site Supervisor	1	-	1	B	Armed	-
<b>Total</b>	<b>12</b>	<b>4</b>	<b>16</b>		<b>8 required for cluster 11</b>	<b>Firearms for 4 Unarmed</b>
<b>CLUSTER 12 LEKGALAMEETSE NATURE RESERVE</b>						
Lekgalameetse Main Entrance and	2	2	4	ED/C	2 -Armed dayshift 4-Armed nightshift	-
Main offices	-	2	2		2 -Armed nightshift	-
Makhutswi Camp	2	2	4	ED/C	2 -Armed dayshift 2-Armed nightshift	-
Paris	2	2	4		2 -Armed dayshift 2-Armed nightshift	-
Makgapane Camp	2	2	4	ED/C	2 -Armed dayshift 2 Armed nightshift	-
Site Supervisor	1	-	1		Armed	-
<b>Total</b>	<b>8</b>	<b>10</b>	<b>18</b>		<b>13 required for cluster 12</b>	<b>Firearms for -</b>
<b>Cluster 13 Modjadjie Nature Reserve</b>						
Modjadji Nature Reserve	2	2	4	ED/C	2 -Armed dayshift 2 Armed nightshift	-
Modjadjie Cycad	2	2	4		2 Armed dayshift 2 Armed nightshift	-

<b>Total</b>	<b>4</b>	<b>4</b>	<b>8</b>		<b>4 Firearms required for cluster 13</b>	-
<b>Cluster 14 Various Nature Reserves</b>						
Musina Nature Reserve	2	2	4	ED/C	2 -Armed dayshift	-
					2-Armed nightshift	
Nzhelele Dam Nature Reserve	2	2	4	ED/C	2 -Armed dayshift	-
					2-Armed nightshift	
<b>Total</b>	<b>4</b>	<b>4</b>	<b>8</b>		<b>4 Firearms required for cluster 14</b>	-
<b>Cluster 15 Mopani District Various Offices</b>						
Hlanganani	1	-	1	ED/C + CIT	Armed	-
Namakgale	1	-	1	ED/C + CIT	Armed	-
Giyani	1	-	1	ED/C + CIT	Armed	-
Ritavi	1	-	1	ED/C + CIT	Armed	-
Lulekani	1	-	1	ED/C + CIT	Armed	-
Sekgosese	1	-	1	ED/C + CIT	Armed	-
Tzaneen Service Centre	2	2	4	ED/C	1 -Armed dayshift	1
					1 -Armed night shift	
<b>Total</b>	<b>8</b>	<b>2</b>	<b>10</b>		<b>7 Firearms required for cluster 15</b>	
<b>Cluster 16 Sekhukhune district Various Revenue Offices</b>						
Thabamoopo (Lebowakgomo)	1	-	1	ED/C + CIT	Armed	-
Praktiseer	1	-	1	ED/C + CIT	Armed	-
Nebo	1	-	1	ED/C + CIT	Armed	-
Schoonord	1	-	1	ED/C + CIT	Armed	-
Potlake Nature Reserve	2	2	4	ED/C	2 -Armed dayshift	-
					2 Armed nightshift	
<b>Total</b>	<b>7</b>	<b>2</b>	<b>9</b>		<b>6 Firearms required for cluster 16</b>	-
<b>Cluster 17 Waterberg district Various Revenue Offices</b>						
Lephalale	1	-	1	ED/C + CIT	Armed	-
Modimolle,	1	-	1	ED/C + CIT	Armed	-
Mokerong	1	-	1	ED/C + CIT	Armed	-
Thabazimbi	1	-	1	ED/C + CIT	Armed	-
<b>Total</b>	<b>4</b>		<b>4</b>		<b>4 Firearms required for cluster 17</b>	-

Total Number of Guards		69		46 Firearms required for all clusters	
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NB:

- 5.1. **Bidders are required to submit one bid proposal for the preferred cluster(s)**
- 5.2. **Should the bidder submit more than one bid proposal, this will lead to the bidder being disqualified.**
- 5.3. **Bidders must submit a clear SBD 3.1 for each preferred cluster as per paragraph 5.1**
- 5.4. **Bidders are required to complete the pricing structure for the cluster bidding for, as per annexure, combination / inclusion of pricing structure on SBD 3.1 for the preferred cluster(s) as per paragraph 5.1 will lead to disqualification of the bid.**
- 5.5. **Bidders will be appointed based on the highest points they scored per cluster.**
- 5.6. **The Bidder (s) will be subjected to vetting / screening by State Security Agency.**
- 5.7. **LEDET reserves the right to appoint or not appoint based on the outcomes of vetting / screening process.**

## **6. SERVICE PROVIDER OBLIGATIONS**

- 6.1. The service comprises of the daily physical security requirements at the site as prescribed herein. The number of Security Officers and shifts of duty will vary by the site-specific instruction as determined by the SM.
  - ✓ Strict adherence to Basic Conditions of Employment Act.
  - ✓ Rights of workers will also form part of the contract between the Department and the appointed Service Provider.
- 6.2. **Minimum Security Officer standards are to be provided by the Service providers as follows:**
  - 6.2.1. All Security Officers must be PSIRA registered and have successfully passed the required PSIRA grading course as is required by the department depending on the grading required per site. All Security Officers must have an up-to-date PSIRA registration card on their possession while on duty.
  - 6.2.2. Criminal background checks shall be conducted by Service Provider for all Security Officers prior to commencement of the contract.
  - 6.2.3. The department will conduct vetting on successful Service Providers and their employees' rendering services at the department.
  - 6.2.4. The Service Provider must have an active registration with Private Security Industry Regulatory Authority (PSIRA) and PSIRA Grade A/B registration for all the Directors/Owners of Private and Public Companies, all partnership, all trustees of a trust, all members of CC & Sole Proprietor.

6.2.5. Acceptance of this tender is subject to the condition that both the contracting Service Provider and its personnel providing the service must be security cleared by the department and other appropriate authorities to the level of either **CONFIDENTIAL**, **SECRET** or **TOP SECRET**. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the contract may require.

6.2.6. All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Manager in the site-specific instructions will determine the uniform type. For purpose of this tender, there are two types of uniforms (to be provided by service provider):

- **Corporate Uniform** comprises matching private uniform for all personnel with security company logo.
- **Combat uniforms** comprise of the same-colored uniforms for entire security personnel with the company logo always displayed.

6.2.7. All Security Officers that are supposed to possess firearms within the service area must have competency certificate for the handling and use of firearms in term of Firearm Control Act No.60 of 2000.

6.2.8. The Service Provider must provide two full set of complete uniforms every year (within twelve months of each year in the contract).

6.2.9. Each Security Officer must be physically and mentally capable of performing all assigned duties. The Service Provider must ensure that each employee is able to provide the required services through training and/ or physical/ medical examinations. The department reserves the right to review all minimum requirements and instruct the removal of any personnel unable to perform their duties as indicated.

6.2.10. All Security Officers are required to read, write and speak English. There may be site-specific requirements for an additional language. This will be determined by the department.

6.2.11. Security Officers are to be professional, courteous, friendly and helpful at all times and adhere to Batho Pele principles.

6.3. **Hours of duty for Security Officers:**

6.3.1. All Security Officers will report to work on time and for the shift as designated per site instructions.

6.3.2. No Security Officer shall be allowed to work more than 12 continuous hours without time off.

6.3.3. No Security Officer shall work for more than four days without time off which shall be the minimum of four days (4) for rest to stay alert and perform the required job duties to department's satisfaction.

6.3.4. No Security Officers are allowed to leave their posts without being properly relieved. It is the Service provider's responsibility to provide continuous uninterrupted security services at the Department.

6.3.5. The Service Provider will indicate what procedures are being used to confirm that all Security Officers arrive on time for their shifts, posted and self-posted Security Officers.

**6.4. Acceptance of the tender is subject to the following:**

**6.4.1.** The Service Provider(s) shall have liability insurance cover(s) per cluster as outlined on the table below, which must be submitted with the proposal.

Cluster	Insurance Value per Cluster
Cluster 11	R 2.5 million
Cluster 12	R 2.5 million
Cluster 13	R 1.5 million
Cluster 14	R 1.5 million
Cluster 15	R 1.5 million
Cluster 16	R 1.5 million
Cluster 17	R 1 million

**6.4.2.** The Service Provider will be held responsible for any damage to or loss of assets suffered by LEDET because of the bidder's Security Officers' negligence or willful action in the ordinary execution of their duty.

**6.4.3.** Both the contracting company and its directors providing services on site are cleared in line with Security and Facility Management security clearance. The security clearance includes criminal record checks by the SAPS and vetting investigations by SSA. The recommendation from the clearing authorities must be positive prior to commencement of the contract.

**6.4.4.** The Service Provider's incidents database developed by Security and Facility Management in the department and PSIRA's company's status database will also be considered during the screening process.

**6.4.5.** The Service Provider will implement all such security measures as the safe performance of the contract may require.

**6.4.6.** The Service Provider will sign the Service Level Agreement (SLA) with the department.

**6.4.7.** The Service Provider should have an existing and fully operational control room with communication equipment including a panic button in order to respond effectively for emergencies and to enable effective security monitoring within reasonable time and security backup.

**6.4.8.** Some security services rendered to department as per this tender may be terminated or transferred to other sites before the end of the contract; (e.g. where offices are closed prior to end of contract). In this case the Service Provider will be notified prior to the termination or transfer of the services due to unforeseen operational requirements.

**7. SPECIFICATION FOR STATIC GUARDS**

**7.1 ACCESS CONTROL (PEDESTRIAN)**

**7.1.1** The Security Officer shall supervise the entry and exit of all people entering/ exiting premises. The Security Officer is responsible for ensuring that Access Control Policy / Procedure is adhered to at all entry / exit points and whenever they conduct security patrols. Where an employee continuously fails to adhere to this Policy / Procedures, the Security Officer must report the matter to the SM, Security Facility Management, for further investigation and appropriate actions.



- 7.1.2 Technical access control systems such as turnstiles, mantraps, etc. which require physical guards must be supervised to limit access to only authorized personnel with visibly displayed identification cards.
- 7.1.3 All visits must be confirmed telephonically with the employee being visited. Where there is a receptionist desk, the visitor must be directed to the receptionist desk for a visitor's sticker. Where there is no reception desk, the Security Officer will issue a visitor's card and record the visitor's particulars in the visitor register. Both situations require employees to escort the visitor from and back to the security and/ or receptionist desk.
- 7.1.4 After completion of the visit, the signed visitor's sticker must be collected at the receptionist/ security checkpoint prior to the visitor being allowed to exit the site.
- 7.1.5 Department employees without authorised access cards to a specific site must be treated as visitors and their details recorded in the visitor's register. The Security Officer must ensure that all written information is legible and accurate.
- 7.1.6 Security services may be necessary at departmental functions, storerooms/ workshops or other special areas. The SM will co-ordinate with the Service Provider to determine the sites and specifications in each situation.

## **8. ACCESS CONTROL (VEHICLE)**

- 8.1 The Security Officer shall control the entry/ exit of vehicles in/ out of the Site. The department and employee's vehicles should have valid parking permits clearly displayed on the vehicle windscreen. Vehicles without permits are to be recorded in the Vehicle Register. Employees working on site must be advised to obtain a parking permit. If they do not have, allow 48 hours to obtain a valid permit.
- 8.2 When the vehicle belongs to a visitor, the Security Officer must ensure that parking has been arranged by the host prior to allowing the vehicle access to the parking area. (Applicable sites).
- 8.3 Dispatching and receiving procedures of goods may include specific security responsibilities to be performed by the Security Officer. The SM and the SP will mutually agree in writing on the physical security requirements.
- 8.4 Similar procedures may be required with any special dispatches/ receipt of valuable goods and/ or services for department. The SM and SP will agree on all specifications in writing.

## **9. ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS**

- 9.1 All persons (employees and non-employees) requesting access after-hours, weekends and public holidays are required to record all relevant information in the After-Hours Register maintained by the Security Officer. The Security Officer must ensure that all information is legible and accurate. Any attempts of unauthorized access shall be recorded in the OB and access will be denied. The matter will also be reported to the SM immediately.
- 9.2 These procedures are applicable for vehicles as well as pedestrian access to Site.

## 10. PROCEDURES AND RECORD KEEPING

10.1 The SM and SP shall agree on which registers are required on site:

10.1.1 All registers and OB are to be purchased by the Service Provider and must be available at all job sites (guard posts), maintained by the Security Officers and properly archived for future reference (audit trail) by SM. All registers are to be uniform (unless specified otherwise and agreed upon by the SM and SP). All registers and Occurrence Books shall remain the property of the department.

10.1.2 The OB must be kept at each and every premises where deployed. All security related incidents and any unusual occurrences must be recorded per OB reference number in adequate detail for easy understanding. For example, a bomb threat or fire alarm should be recorded in the OB and all details noted as to time/ duration/ disposition, etc. Whenever in doubt, record all details in the OB.

10.1.3 All full registers and OBs must be handed to the SM for filling and safeguarding purposes.

10.1.4 Key control by the Security Officer requires additional registers to maintain proper control of keys. The key registers are to be a uniform type, supplied by the SP and available at all times.

10.1.5 Removal of company assets and bringing employee or visitor property into the department premises must be done in accordance with the departmental policies, and procedures and registries (i.e. Asset Management Policy, Security Policy, etc.).

10.1.6 Whenever the departmental property is being removed from the premises, the appropriate removal permits / registers (to be supplied by the department) must be completed with all the necessary documentation.

10.1.7 Employee's / visitor's personal property, such as (but not limited to) laptops, PCs, etc. brought on the departmental premises must be registered in the property register.

## 11. SEARCH OF PERSONS

11.1 The Security Officer may confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.

11.2 Search of persons and/ or vehicles entering/ exiting the department premises is the responsibilities of the Security Officer and must be done in accordance with the Criminal Procedure Act/applicable law. The Service Provider(s) shall be regarded as independent Service Provider(s) and as such they must ensure that they comply with the law.

11.3 Any article confiscated must be handed over to a Police official as soon as possible. Also, the security supervisor and SM must be informed immediately, and all information be recorded in the OB. The Security Officer must provide detailed reports on incident as soon as possible.

## 11.4 Exceptions for search:

11.4.1 Any person lawfully in charge of the premises (including the Security Officer, but not limited to) who reasonably suspects that in any area of the premises that he/she is guarding contains:

- Stolen goods
- Dependence producing drugs
- Arms or ammunitions
- Explosives
- Dangerous objects

11.4.1.1 May at any time (if a police official is not immediately available) enter the premises and search the premises and any person (or vehicle) thereon.

**Note:** Any of the above articles found during search, must be handed over to a Police Officers as soon as possible with the exception of 'explosives' and inform the local security supervisor and SM to secure the area containing the explosives to avoid disturbing them and risk of danger to employees or other personnel. The relevant emergency numbers and procedures will apply.

11.5 Search with consent:

11.5.1 Searches with the consent of the person searched, is permitted, and the consent must be free, and voluntary given and preferably in the presence of a witness. Unlawful searches by a Security Officer could result in civil action for damages in addition to criminal prosecution for assault.

11.5.2 There should be a separate room or office (with a door) to conduct the search of a person. Search of any person must be made with due regard to decency and order. The search of a women may only be conducted by women; males can only be searched by males. In all cases, of searching a person it is advisable for the Security Officer to have a witness. This incident should be recorded in detail in the OB and signed (initialled/ dated), by the searched person and witness.

11.5.3 Persons who refuse to be searched should be denied access to the premises and the matter be reported to the security division. Under no circumstances should the person be forced to submit to a search, should they refuse.

11.5.4 The Security Officer must not only open the boot on a properly conducted search, but should have the vehicle pull off to the side and physically search the inside of the vehicle under seats and in hand baggage etc. Any refusals for searches must be recorded with enough applicable details to identify and contact the SM and/ or management. Vehicle searches are to be done if there are reasonable grounds or at random and/ or as prescribed by SM.

11.5.5 Any refusal for search should cause the Security Officer to be more alert to details regarding description of vehicle/ person and of any boxes/ briefcases/ equipment/ etc. inside (and visible in) the vehicle.

11.5.6 Refusal to search by employees and/ or visitors must be recorded and processed according to the following standards:

- a) An employee of the department who refuses to allow his/ her property (or vehicle) to be searched may be detained only if there are reasonable grounds for believing he/ she is in possession of department property.
- b) Visitors who refuse the searching of their vehicles and/ his or her property; cannot be arrested unless there are reasonable grounds to believe they are in unlawful possession of the

department's property. However, force should not be used unless the Security Officer fears for his life or that of others. Where drivers refuse the search of vehicles entering departmental premises, they must be denied access to the premises.

**12 ACTION TO BE TAKEN BY THE SECURITY OFFICER WHENEVER HE/SHE HAS ANY DOUBTS:**

- 12.1 All department employees should be immediately reported to management, record all details and personal details as per ID in the OB entry.
- 12.2 Visitors should be reported to the SM and management (including vehicle registration number, if available) even though they may have left the premises.

**13 WORKING SHIFTS**

Shifts must be completed by all Security Officers in the same method/procedure as described in the following:

- 13.1 A Security Officer shall not leave his/ her post of duty unless his/ her relief has arrived.
- 13.2 The Security Officer taking over must satisfy himself/ herself that all is in order before accepting full responsibility. He/ she must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order. He/ she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The Security Officer taking over duty must sign all appropriate registers thereby verifying that all is in order.
- 13.3 On site where Security Officers perform patrol duties, the Security Officer going off duty and the one reporting for duty will do one patrol together to ensure that all is in order before duty is handed over.
- 13.4 The Security Officer going off duty must stay and witness the Security Officer taking over. He/ she must make an entry in the OB stating his/ her name and that he/ she have handed over duty and full responsibilities to the new officer, stating his/ her name. He/ she must also state that everything is in order and all equipment used is operational.
- 13.5 The replacement / next shift on must make an OB entry confirming that duty and responsibilities have been taken over. He/ she must also confirm that everything is in order and all equipment is on hand and operational.
- 13.6 Should the relief Security Officer not arrive, the Security Officer on duty must inform his/ her supervisors and make the necessary arrangements to be relieved. In this instance the Security Officer will remain on duty until such time as he/ she has been relieved.
- 13.7 The Security Officer is required to perform patrol functions and access control at the department sites to be determined by the SM.

**14 RESPONSIBILITIES OF THE SECURITY OFFICER WHILE ON PATROL ARE AS FOLLOWS:**

- 14.1 All patrols and any irregularities must be recorded in the OB and reported to the security supervisor and the SM.

- 14.2 Security Officers on patrol must ensure that all persons encountered are visibly displaying the department ID's. The Security Officer must obtain identification or personal details of any individuals without visible department ID's. The situation will be resolved with the employee producing his/ her department ID or explaining why it is not available. If not available or the employee refuses to display the department ID, it must be recorded in the OB and reported to the SM as soon as possible.
- 14.3 Observe; report (if possible) any/ all security breaches (for example – fence holes, gates broken, etc.) Report all incidents to the SM. Relevant OB entries to be made.
- 14.4 The Security Officer must ensure he/ she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking systems. All defects or tampering with these clocking systems must be reported to the security supervisor and the SM immediately. An appropriate OB entry must also be made.
- 14.5 Recognise and report any signs of attempted and/ or successful unauthorized entries to the SM, record all details in OB for further reference.
- 14.6 Observe, record and report any fire, electrical and/ or safety hazards to the SM and other relevant authorities. Where possible, immediately rectify those hazards.
- 14.7 Observe, record and report any unauthorised persons/ vehicles on department's site.
- 14.8 Ensure all emergency entrances/ exits are not obstructed and are operational.
- 14.9 Ensure all security lights are functioning properly.
- 14.10 Ensure all fire hoses, extinguishers and smoke detectors have not been tampered with and report any defects to the SM. Record the relevant defects in the OB.
- 14.11 Ensure all windows, doors and gates are locked and the technical access control system (and alarms) is operational. Report any problems immediately to SM and record in OB.

**15 COMMUNICATION AND ASSOCIATED EQUIPMENT TO BE PROVIDED BY SERVICE PROVIDER(S) ARE AS FOLLOWS:**

- 15.1 Whenever a location requires more than one-security post and/ or security patrols, the Service Provider must provide two-way radio communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times.
- 15.2 Where possible, the department will provide telephones at all security posts to be used for official business calls related to the department only. Under no circumstances are the phones to be used for personal calls by the Security Officers or the Service provider's staff. The Service provider(s) will be responsible for any personal calls made by the Security Officers or their staff.
- 15.3 A phone call register must be maintained at all posts where there are telephones. All calls must be recorded in this register. Costs of all personal and non-work related calls will be recorded from the SP.
- 15.4 All Security Officers will be provided with enough torches by the Service Provider. The torches will be operational and on hand at all times.

15.5 Any equipment required will jointly be agreed upon by the Service Provider(s) and the SM per site requirements. Service Provider(s) will provide all required equipment. List of equipment's required not limited to the below items:

Item Description	Quantity
a) Corporate and Combat Uniform and suits (branded)	Set of rain 2 pairs of Uniform Per Year per guard
b) Branded vehicle(s)	2
c) Firearms	As per site requirements
d) Torches/flashlights Rechargeable	As per site requirements
e) Two-way radio	As per site requirements
f) Cell phones	1 per site
g) Baton sticks	All security officers
h) handcuffs	All security officers
i) Pepper guns	All security officers
j) Liquid based pepper spray	All security officers
k) Bullet Proof vest	All security officers
l) Handheld metal detectors	As per site requirements
m) Whistles	All security officers
(n) Security Registers (Asset, Visitor, Vehicle, Occurrence books	As per site requirements
(l) Pocket books)	All security officers

15.6 Under no circumstances will the Service Provider(s) or their employees be allowed to use the department assets (for example but not limited to photocopy machines, paper, staples, etc.) without the written permission of the SM.

## 16 CONTINGENCY PLANS

The Service Provider(s) must submit the contingency plans to cover the following scenarios:

16.1 Labour action / strike by the Service Provider(s) Security Personnel.

16.2 Provision of extra Security Officers to assist the department in the event of labour unrest/ strike situations at the department site and to assist the department in the event of ad hoc security related operations, e.g. ad hoc searching of all vehicles entering or leaving the departmental premises, searching of a building, etc.

- 16.3 Detailed contingency plans will be agreed upon between SM and SP. The number of Security Officers will also be agreed upon between the above parties. The SM will approve the contingency plan and staff component required, within one month from the date of appointment.
- 16.4 The SM will safeguard the original contingency plan. The SP will keep copies. No alterations will be made to the contingency plan without all the mutual consent of parties mentioned above.
- 16.5 The SP should be able to replace any faulty or lost firearm within 12 hours of the incident, failure of which, the SP will be penalised as indicated in the SLA.

## **17 PROTECTION SERVICES**

- 17.1 The Service Provider will be required to provide protection services as and when required by the department. Protection services may include, **but are not limited to** the following:  
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  - 17.1.1 Protection of the department site and premises,
  - 17.1.2 Protection of assets, information, and employees,
  - 17.1.3 Provide escort/accompany the cashier to the bank when necessary.

## **18 SERVICE PROVIDERS PERSONNEL OBLIGATIONS**

- 18.1 Before commencing services at the department site, the SP will provide the SM with the following information and documentation:
  - 18.1.1 List of managers/ supervisors who will authorize services being rendered on the site. This list will include office and after hours'/ weekend telephone contact numbers.
  - 18.1.2 Name of Operational Manager or Supervisor who will attend all mandatory security meetings on behalf of the security company. This shall be a person who is knowledgeable and can take decisions where necessary.
  - 18.1.3 The Operational Manager's / Supervisor's must submit their qualifications, firearm arm competency certificate and first aid certificate.
  - 18.1.4 List of Security Officers who will be working on a specific site. This list will contain the following information:
    - Signed contract between the Security Service Provider and the Security Officers (that includes but not limited to payment dates, leave, bonuses and overtime payment date in terms of Basic Conditions of Employment Act (BCEA) N0 75 of 1977sectoral determination 6)
    - Name and Surname
    - Valid PSIRA registration number
    - Valid firearm competency certificates for all Security Officers carrying firearms.
    - PSIRA grading
    - Identification number
    - Name of training institution

- 18.1.5 The above list must be updated whenever Security Officer(s) details referred to is changed or any SO replaced.
- 18.1.6 Deployment, execution and monitoring plans must be presented after the contract is awarded.

## **19 FIRE**

- 19.1 When Security Officer(s) are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade and other emergencies. The Security Officer must inform the SP (or appointed delegate) and the SM. The incident must be recorded in detail in the OB.
- 19.2 If the fire appears to be extinguishable, then the Security Officer must first attempt to extinguish it before calling the SP and SM. Where there is more than one Security Officer on site, one should inform the relative parties mentioned above while the other(s) attempt to extinguish the fire. OB entries to be made for reference checks.
- 19.3 A full detailed report must immediately be provided by telephone to the SM of the incident.
- 19.4 For safety of the departmental assets and quick response to extinguishable fire, the appointed Service Provider must arrange basic fire training for all Security Officers onsite.
- 19.5 It is imperative that the local emergency numbers are available at all security points. The SM will provide these numbers.
- 19.6 Where necessary a more detailed procedure will be provided in the relevant department sites.

## **20 INVOICES AND PAYMENTS**

- 20.1 Original invoices for services rendered must be sent to the SM/DM for certification and acknowledgement of receipt. After certification the SM or DM must submit the certified invoices to the departmental procurement section for payment. The SM /DM will submit proof of payment progress to the SP.
- 20.2 Payments to the security SP(s) will be made in accordance with conditions stipulated in the contract document between the department and the successful Security Service Provider(s).
- 20.3 The Service Provider(s) will provide proof that minimum wages are being paid as per statutory requirements stipulated in the BCEA and Sectoral determination 6 to all Security Officers. In addition, the Service Provider(s) must provide (upon request of the SM) annual receipt of paying provisional taxes, as well as copies/proof of salary advices of security personnel monthly.

## **21 GENERAL**

- 21.1 The SM will provide the Service Provider(s) with a detailed list containing site addresses, contact person's names and telephone numbers of all sites where the Service Provider(s) will be required to render physical security services.
- 21.2 The SM will provide lockable facilities wherein the keys can be safeguarded whenever the Security Officers are required to perform key control functions.

- 21.3 If SO forgot his/her ID card or lost it, a temporary access card must be issued for the day only by the Security Admin Officer, a lost ID card will be replaced at applicable rates as adjusted from time to time, payable at the Revenue Office of the department.
- 21.4 Examples of security system are, but not limited to turnstiles, mantraps, CCTV cameras, security patrol clocking system, card readers, etc.
- 21.5 The Service Provider(s) will be responsible for immediately reporting any maintenance or repairs that need to be carried out at sites with access control security systems. SM and SP will mutually agree in writing on the reporting of reports to access control security systems.
- 21.6 The department will be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state of repair. The Security Officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the SM and logged in writing on the daily Incident reports.
- 21.7 The SM will be responsible for contract management to ensure that the Service Provider(s) renders security services in accordance with the signed contract and that the standard of service rendered must be to the department's satisfaction.
- 21.8 Each site will also perform daily contract management duties to ensure the standard of service rendered is to LEDET's satisfaction. Where the security supervisor is unable to perform these duties, the SP must appoint a suitable replacement to perform those duties.
- 21.9 A suitable facility, an office/room or procedures will be provided by the SM, where body searching can be conducted should it be necessary.
- 21.10 The SM will be responsible for repair/ replacement of all damages related to security assets such (holes in fence, broken windows, non-functioning access control systems, etc.) and reported within seven working days. Where these security damages cannot be repaired/ replaced within this time frame, the SM and SP must introduce contingency plans to ensure that no losses are incurred by the department as a result of the security breach.
- 21.11 The department and the SP will ensure that there is adequate illumination at all sites for effective patrols and to ensure health and safety of SO. Recommendations or problems should be reported to the SP and/or the SM immediately in writing by the SO.
- 21.12 The SM will provide all security points with emergency contact telephone numbers. This will include the SM (or delegates) after hours contact telephone number list. The SM Office and cellular phone number will only be available to the SP's management team and the SM (or delegate).
- 21.13 Where firearms (of the departmental employees and visitors) are handed in at security points, the department will provide gun safes in which to safeguard firearms.
- 21.14 The SP will provide patrol-clocking systems on all sites.
- 21.15 The SP must ensure SO are in position of valid firearm permits and are trained, as per Firearm Control Act No 60 of 2006.

## 22 THE DEPARTMENT'S OBLIGATIONS

## 22.1 SECURITY JOB DESCRIPTION

The SM will provide a detailed job description outlined in the terms of reference, which will form part of the contract for each site where physical security services are rendered.

22.1.1 The SM and Service provider(s) will mutually sign the Security Policy of the department, terms of reference and Service Level Agreement (SLA). No alterations, deletions or additions may be made to the afore- mentioned documents without the SM's signature and approval. Permanent alterations to be ratified by means of signatures of all the above-mentioned parties.

22.1.2 Copies of the Security Policy of the department, terms of reference and Service Level Agreement (SLA) to be distributed as follows:

- Original : SM
- Copies : One at each security point/sites
- Service provider(s) (SP)

22.1.3 Security Policy of the department, terms of reference and Service Level Agreement (SLA) will be reviewed on a regular basis. Any proposed amendments will be negotiated with the SM and the SP.

22.1.4 Once the amendments have been agreed upon by all the above, they will be ratified by signatures to the relevant document. The SM has final approval of all amendments. Copies of the amended job description will be forwarded to all the relative role players, including procurement services.

22.1.5 The SM will decide which site registers will be required.

22.1.6 The types of registers may include, but are not limited to the following: occurrence books (OB), visitor registers, after hour's registers, vehicle registers, firearm registers, vehicle and/or person search registers, key registers, etc.

22.1.7 The terms of reference and Service Level Agreement (SLA) will contain, but not be limited to the following information:

- a) Type of site where security service is required.
- b) Hours of duty for which security service is required.
- c) Type of security service required, e.g. access control, static guarding, patrols, protection.
- d) Grade of guard e.g. Grade D or above.
- e) Dress code e.g. combat or corporate type of uniform
- f) Detailed description of what security functions the Security Officer(s) are required to perform.
- g) Details of any site special requirements, i.e. verifying if offices are locked, checking fire hoses and extinguishers are not missing or broken, access controls functioning properly, etc.
- h) List of registers to be maintained
- i) Security Officers functions in the event of an emergency
- j) Whether the Security Officer should be armed or not.

- k) Whether two-way radios or remote panic buttons are required.
- l) The types and number of firearms required.
- m) Any other site-specific requirements designated by the department

**23 HOURS OF DUTY**

23.1 The department reserves the right to change the duty hours to meet its requirements. Changes to duty hours will be conveyed to the Service Provider at least one (1) week prior to the change being implemented. In case of an emergency, the matter will be handled in a manner to be agreed upon between the SM and the Service provider.

**24 GUARD HOUSES /SHELTERS AND ABLUTION FACILITIES**

24.1 The Department will provide suitable guardhouses/shelters for the Security Officers at sites where physical security services are being rendered. Where there is no shelter or guard houses on site and the department is in the process of procuring, the SP can provide the temporary structure in the interim for health and safety of Security Officers.

24.2 The SM will ensure that a table and an appropriate number of chairs are provided in the guard house/shelter. The department will provide proper toilet facilities. In addition, the SM may provide telephone service at specific security points, programmed only for reception and emergency numbers.

24.3 In the event of the department being unable to provide these facilities, the Service Provider(s) may be requested to provide them. Responsibility for providing these facilities will be mutually agreed upon between the Departments and the Service Provider(s). The SM will provide ablution paper, soap and hand towels (or other means to dry one's hands)

24.4 Service Provider(s) and their personnel are responsible for maintaining general good housekeeping of all security posts, guardhouses/shelters and other facilities within there working areas. For example, no trash on floors or in parking areas, no clogging toilets, no smoking in restricted areas, etc. Any repairs and/or maintenance due to misuse or neglect by the Service Providers' personnel, the Service Provider will be liable for costs incurred and billed appropriately.

**25 EVALUATION OF THE BID**

The submission from the Service Provider will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and the Preferential Procurement Regulations, 2022.

25.1. The bids will be evaluated in four phases:

- Phase 1: Administrative or Pre-Check Compliance
- Phase 2: Functionality Criteria
- Phase 3: Site Inspection
- Phase 4: Price and Specific Goals

**25.1.1. Phase 1: Administrative/Pre-check Compliance:**

**25.1.1.1.** During this stage of the evaluation the bidders will be evaluated on whether or not they comply with the following:

- a) Complied with all the conditions of tender; and
- b) Submitted all mandatory documentation required;

**25.1.1.2.** The administrative bidding requirements listed below shall be complied with and required documents must be attached before consideration for further evaluation. Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax status	Tax registered must be valid (Issued by SARS, active, not expired)
Tax Compliance Status	<p>Tax compliance status must be valid (Varied via CSD or SARS eFiling) and will be confirmed at bid award stage</p> <p>"Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing"</p>
Business registration	Entity must be valid in business (CIPC certificate showing active status)
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.

In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.	
Tender defaulting and restriction status	Entity and directors must be valid and not restricted (Verified via National Treasury database)	
<b>Compliance to Basic Conditions of Employment Act No. 75 of 1977 (BCEA) and Sectoral Determination 6: Private Security Sector</b>	Bidder's price offer must comply with Sectoral Determination 6: <b>Basic Conditions of Employment Act No. 75 of 1977 (BCEA) and Private Security Sector Sectoral Determination 6: The Private Security Sector</b> Sectoral Determination sets out the minimum employment conditions, including wages, working hours, and benefits for security officers.	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. <b>Total price inclusive of taxes should be clearly indicated on the SBD3.1 form.</b>
Bidders Declaration – SBD 4	YES	Must be fully completed and submitted with the bid by the closing date and time. <b>(Must declare if they have interests in other Companies whether they are bidding or not. Refer to Paragraph 2.3 of SBD 4)</b>
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. <b>(Bidders must fully complete the Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)</b>
Certified copy of valid Firearms competency certificates for all directors	YES	Must be valid (issued by SAPS, not expired, certified within 6 months) submitted with the proposal

Proof of Company Liability Insurance (attach proof) stamped and on the company letterhead and must indicate the following: <ul style="list-style-type: none"> <li>• Policyholder's Name: Your business name</li> <li>• Policy Number: Your insurance policy number in the name of the company</li> <li>• Effective dates</li> <li>• Coverage Limits: Maximum amount the insurer will pay for a claim</li> <li>• Type of Coverage: Description of the liability insurance coverage</li> </ul>	YES	Must be valid (Shows coverage limits, policy number, effective dates) submitted with the proposal
Certified copy of valid letter of good standing from PSIRA,  And  Copy of valid PSIRA registration certificate for the company <i>(NB: Digital certificates are acceptable)</i> ,  And  Copy of valid PSIRA Grade A/B registration for all the Directors/owners of Private and Public Companies, all partnership, all trustees of a trust, all members of CC & Sole Proprietor. <i>(NB: Digital certificates are acceptable)</i>	YES	All required documents must be valid (active and issued by PSIRA, confirming active registration), be certified not later than 6 months by bid closing date
Certified copy of valid good standing with Workman Compensation Fund (COIDA)	YES	Must be valid (issued by Compensation Fund) submitted with the proposal
Unemployment Insurance Fund (UIF) registration in the name of the company	NO	The successful bidder will be required to submit proof of UIF registration number, uFiling statement and compliance letter before award.
Certified copy of valid firearm license/s in the name of company	YES	Must be valid (issued by SAPS, active, matches company name) submitted with the proposal

Certified copy of List of company firearms from SAPS with SAPS Logo and stamp	YES	Must be valid (stamped and certified by SAPS) submitted with the proposal
Certified copy of valid ICASA Communication radio Licence of the Company  <i>(in cases where a third party ICASA License is used, letter of consent or agreement must be attached plus the certified copy of valid ICASA Licence)</i>	YES	Must be valid (issued by ICASA, active) submitted with the proposal
Certified Copy of Valid Proof of Provident Fund Compliance Certificate in the name of the Company.	YES	Must be valid (issued by relevant authority) submitted with the proposal
Certified copy of valid proof of letter of good standing with the National Bargaining Council for the Private Security Sector (NCPSS)	YES	Must be valid (issued by National Bargaining Council for the Private Security Sector, current) submitted with the proposal
Certified copy of valid proof of letter of good standing for medical insurance for security officers	Yes	Must be valid (issued by Affinity Health) submitted with the proposal

**NB:**

- The department has the right to verify the validity and authenticity of all submitted attached documents,
- Certified copies of the documents listed above should not be older than 6 months from closing date of this tender.
- Bidders will be allowed a grace period of two (2) weeks from the date of notification to correct minor omissions before final scoring (only on administrative aspects)
- Bidders are encouraged to paginate (numbering of pages) or initial or sign or stamp each page of their bids. (This is not a disqualification criteria)

**25.1.2. Phase 2: Functionality Evaluation Criteria**

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve a minimum of **75 points** of the total functionality points in order to be considered for the next evaluation phase. This bid will be evaluated on functionality in terms of the table below:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS
<p><b>1. COMPANY EXPERIENCE</b></p> <p>Bidders must demonstrate an experience and expertise in the field of Security Services within Government or Private Sector</p>	<p>1. Stamped and signed reference letter(s) on client's company letterhead with years of experience for completed and current projects if any.</p> <p>The reference letter must indicate the following:</p> <ul style="list-style-type: none"> <li>• Contract starting and ending date, -</li> <li>• Project value,</li> <li>• Number of Security project</li> <li>• Contract description of service.</li> <li>• Reference contact details</li> </ul> <p>➤ For current projects, bidders will be allocated points as at closing date of the bid.</p> <p>➤ Reference letters received without any of the above information will not be considered.</p> <p>➤ Reference letters indicating irrelevant experience will not be considered and will be allocated <u>0</u> point</p> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>• Reference letters in respect of reference letters that meet the requirements for Company experience will be considered for allocation of points on contract values.</li> </ul>	<p><b>Score guide</b></p> <p>More than nine (9) years of experience</p> <p>More than seven (7) to nine (09) years of experience</p> <p>More than five (5) to seven (7) years of experience</p> <p>Three (3) to five (5) years of experience</p> <p>One (1) to three (3) years of experience.</p> <p>No submission of evidence or less than one (1) year of experience</p>	<p><b>Points</b></p> <p>30</p> <p>20</p> <p>15</p> <p>10</p> <p>5</p> <p>0</p>

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS										
<b>CONTRACT VALUES</b>	<p>Stamped and signed reference letter(s) on client's company letterhead with years of experience for completed or current projects.</p> <p><b>NB:</b> The reference letter must indicate the following:</p> <ul style="list-style-type: none"> <li>➤ Contract starting and ending date,</li> <li>➤ Project value,</li> <li>➤ Reference contact details, and</li> <li>➤ Contract description of service.</li> <li>➤ For current projects, bidders will be allocated points as at closing date of the bid.</li> <li>➤ Reference letters received without any of the above information will not be considered.</li> <li>➤ Reference letters indicating irrelevant experience will not be considered and will be allocated <u>0</u> point</li> </ul>	<p><b>Score guide contact value</b></p> <table> <tr><td>R10 000 001 and more</td><td>25</td></tr> <tr><td>R8 000 001 – R10 000 000</td><td>20</td></tr> <tr><td>R6 000 001 – R8 000 000</td><td>15</td></tr> <tr><td>R4 000 001 – R6 000 000</td><td>10</td></tr> <tr><td>R2 000 000 – R4 000 000</td><td>5</td></tr> </table> <p>R0 – R 2000 000</p>	R10 000 001 and more	25	R8 000 001 – R10 000 000	20	R6 000 001 – R8 000 000	15	R4 000 001 – R6 000 000	10	R2 000 000 – R4 000 000	5	<b>Points</b> 25
R10 000 001 and more	25												
R8 000 001 – R10 000 000	20												
R6 000 001 – R8 000 000	15												
R4 000 001 – R6 000 000	10												
R2 000 000 – R4 000 000	5												
<b>2. OPERATIONAL MANAGER'S / SUPERVISOR'S QUALIFICATIONS AND EXPERIENCE</b>	<p>Curriculum vitae and confirmation of employment letter for the supervisor working for the bidding company indicating supervisor's qualifications and years of experience in security services with contactable references</p> <p><i>All documents must be certified, and certification must not be older than 6 months from closing date of this bid.</i></p>	<p><b>Score guide</b></p> <ul style="list-style-type: none"> <li>• RSA Identity document</li> <li>• Grade 12 Certificate</li> <li>• Degree in Security</li> <li>• First Aid Level 1 and 2</li> <li>• Valid security certificate/ Card Grade B (PSIRA)</li> <li>• Clean Criminal Records</li> <li>• Valid Firearm Competency Certificate</li> <li>• Valid S.A Driver's License</li> </ul>	<b>Points</b> 10										
			<b>Points</b> 10										

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS
is rendered to department's satisfaction	NB: If the service provider replaces the supervisor, the deployed supervisor must have same the experience and qualification as outlined in bid document for supervisor	<ul style="list-style-type: none"> <li>5 – 10 years' experience</li> </ul>	
		<ul style="list-style-type: none"> <li>RSA Identity document</li> <li>Grade 12 Certificate</li> <li>3 Years National Diploma in Security</li> <li>First Aid Level 1 and 2</li> <li>Valid security certificate/ Card Grade B (PSIRA)</li> <li>Valid Firearm Competency Certificate</li> <li>Valid S.A Driver's License</li> <li>Valid Firearm Competency</li> <li>1 – 5 years' experience</li> </ul>	5
		Non-submission	0
<b>3. FINANCIAL CAPACITY</b> Bidders are required to submit of proof/evidence to demonstrate financial capacity to render security services to the department.	<ul style="list-style-type: none"> <li>Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (<i>letter must be signed on official letterhead, be stamped by the Financial Institution and must not be older than three months</i>), or</li> <li>Proof of overdraft facility in the name of business</li> </ul>	<b>Score guide</b> R5 000 001 and more R4 000 001 – R5 000 000 R3 000 001 – R4 000 000 R2 000 001 – R3 000 000 R1 000 000 – R2 000 000	<b>Points</b> 25 25 20 15 10 5

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS	
	<p><i>(Stamped Bank letter on an official letterhead, signed, and must be not older than three months), or</i></p> <ul style="list-style-type: none"> <li>• Proof of company capability to self-fund (i.e. <i>stamped bank statement on official financial institution letterhead and be not older than three months</i>).</li> </ul>	No submission of information or letter with no amount	0	
<b>4. TRAINING AND SKILLS DEVELOPMENT</b>  Bidders must submit proof of security training/s that at least five (5) security officers have undergone in three of the following areas:	<ul style="list-style-type: none"> <li>• Certified copies of attendance registers for training and,</li> <li>• Certified copies of training certificates with ID numbers issued to security officers.</li> </ul> <p><b>NB:</b> Attendance register must be on a letter head of the accredited training service provider(s) and it must indicate the following:</p> <ul style="list-style-type: none"> <li>• <i>Name of the training</i></li> <li>• <i>Date of training</i></li> <li>• <i>Name and surname of trainees and signatures</i></li> <li>• <i>Name of Training facilitator and signature</i></li> </ul>	<b>Score guide</b> Four (4) and more training areas provided at least five (5) and above security officers trained  Three (3) training areas provided to at least three (5) and above security officers trained  Training below the minimum required	<b>Points</b> 10  5  0	<b>10</b>
<b>TOTAL</b>				<b>100</b>

**NB:** The department reserves the right to verify the validity and authenticity of the above documents.

### 25.1.3. Phase 3: Site Inspection

25.1.3.1. The physical Inspection will be limited to shortlisted bidders.

25.1.3.2. Site inspection will be conducted to confirm representations made in the bid document.

25.1.3.3. Written notice of change of physical address of the business must reach the departmental Supply Chain Management Office within fourteen (14) working days after the closing date of this bid.

25.1.3.4. The bidders will be required to sign the attendance registers during inspection.

25.1.3.5. The BEC will be required to prepare the site inspection report.

25.1.3.6. The following will be used for site inspection evaluation of the Service Provider:

No.	Criteria for Physical inspection	Weight																																																																								
<b>Office Infrastructure, Control Room</b>																																																																										
1.	Existing office structure with - <b>(1 points, if not 0 points)</b> a) Office equipment fitted with power supply and backup (i.e. computers, printers, cabinets.) - <b>(1 points, if not 0 points)</b> b) <b>Existing control room within the main office structure</b> and the Control Room Operator's ability to communicate with Security Officers on-site facilities and Police where necessary (i.e. telephone lines) - <b>(2 points, if not 0 points)</b> c) <b>Communication</b> , i.e. telephones, landline, cell phones and <b>Base radio</b> : receiver and transmitter – <b>(2 points, if not 0 points)</b>	<b>5</b>																																																																								
2.	<b>Security Equipment's</b>	<b>35</b>																																																																								
Security equipment's must be presented to department's officials on the day of the inspection as per cluster:																																																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Security Equipment</th> <th colspan="7">Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="3">a) Combat and Corporate Uniforms (branded)</td> <td>Cluster 11</td> <td>Cluster 12</td> <td>Cluster 13</td> <td>Cluster 14</td> <td>Cluster 15</td> <td>Cluster 16</td> <td>Cluster 17</td> <td rowspan="3" style="text-align: center;"><b>5</b></td> </tr> <tr> <td>16</td> <td>18</td> <td>8</td> <td>8</td> <td>10</td> <td>9</td> <td>4</td> </tr> <tr> <td>Uniform</td> <td>uniform</td> <td>uniform</td> <td>uniform</td> <td>uniform</td> <td>uniform</td> <td>uniform</td> </tr> <tr> <td rowspan="3">b) Firearms (i.e. hand guns) with valid Licenses as per list submitted with the proposal</td> <td>Cluster 11</td> <td>Cluster 12</td> <td>Cluster 13</td> <td>Cluster 14</td> <td>Cluster 15</td> <td>Cluster 16</td> <td>Cluster 17</td> <td rowspan="3" style="text-align: center;"><b>15</b></td> </tr> <tr> <td>6</td> <td>13</td> <td>4</td> <td>4</td> <td>7</td> <td>6</td> <td>4</td> </tr> <tr> <td>Firearms</td> <td>Firearms</td> <td>Firearms</td> <td>Firearms</td> <td>Firearms</td> <td>Firearms</td> <td>Firearms</td> </tr> <tr> <td>c) Branded Security Vehicles and vehicle</td> <td colspan="7">           Two (2) or more vehicles            No vehicles         </td> <td style="text-align: center;"><b>5</b></td> </tr> <tr> <td></td> <td colspan="7">           No vehicles         </td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>		Security Equipment	Criteria							Points	a) Combat and Corporate Uniforms (branded)	Cluster 11	Cluster 12	Cluster 13	Cluster 14	Cluster 15	Cluster 16	Cluster 17	<b>5</b>	16	18	8	8	10	9	4	Uniform	b) Firearms (i.e. hand guns) with valid Licenses as per list submitted with the proposal	Cluster 11	Cluster 12	Cluster 13	Cluster 14	Cluster 15	Cluster 16	Cluster 17	<b>15</b>	6	13	4	4	7	6	4	Firearms	c) Branded Security Vehicles and vehicle	Two (2) or more vehicles No vehicles							<b>5</b>		No vehicles							<b>0</b>												
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No.	Criteria for Physical inspection		Weight
	<b>Office Infrastructure, Control Room</b>		
	<p>registration certificate (Natis) in the name of the company</p> <p>d) Other security equipment's for security guards</p> <ul style="list-style-type: none"> <li>• Rechargeable Torches/flashlights</li> <li>• Two-way radio or cell phones</li> <li>• Baton and handcuffs</li> <li>• Set of rain suits</li> <li>• Pepper guns</li> <li>• Liquid based pepper spray</li> <li>• Bullet Proof vest</li> <li>• Handheld metal detectors</li> <li>• Whistles and Panic button</li> <li>• Security Registers (Asset, Visitor, Vehicle, Occurrence books Pocket books)</li> </ul> <p>Each item is allocated one (1) point, failure to present an item will be allocate zero (0)</p>	10	

**NB: All Bidders who score less than 32 out of 40 (80%) points on-site inspection will be eliminated.**

#### 25.1.4. Phase 4: Price and Specific Goals

##### 25.1.4.1. 80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included)]

The following formula must be used to calculate the points for price of tenders/procurement with the rand value up to R50 000 000.00, inclusive of all applicable taxes:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

a) A maximum of **20 points** will be awarded in accordance with the table below.

- b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Only the tender with the highest number of points scored may be selected for an award.

**25.1.4.2. Preferential Points for Specific Goals:**

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
<b>HDI'S GOALS</b>			
1.	Black People	4	CSD report or copy of certified copy of company CIPC registration certificate
2.	Women	3	CSD report or certified copy of company CIPC registration certificate
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
<b>SPECIFIC GOALS</b>			
1.	Youth	2	CSD report or certified copy of company CIPC registration certificate
2	Micro Small, Medium Enterprises (MSMEs)	2	Submission of an affidavit confirming bidder's annual turnover and employee count, supported by a CSD report.
3.	Cooperatives	2	CSD report or certified copy of company CIPC registration certificate
4.	Enterprises located in Limpopo Province	3	Recent Municipal account ( <i>it must be in the name of the business and not older than 3 months</i> ) or Local Authority Letter for confirmation of Local Address ( <i>it must be in the name of the business and not older than 3 months</i> ) or Lease Agreement not less than six (6) months  <i>In case where a director of the company operates a business from</i>

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
			the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.
5.	Military Veteran	2	Certified copy of Military Veteran Certificate issued by Department of Military Veterans (DMV)
<b>TOTAL</b>		<b>20</b>	

25.1.4.3. Bidders are required to furnish documentary proof to the satisfaction of the Department that the claims for above preferential goals are correct.

25.1.4.4. Non-submission of the documentary proof will lead to zero (0) points on specific/preference goals.

25.1.4.5. Points will be allocated based on the percentage of ownership per goal.

25.1.4.6. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 forward the matter for criminal prosecution, if deemed necessary

#### 25.1.5. Definitions

**“Historically Disadvantaged Individuals”** means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110

of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("the Interim Constitution"); and/or

- (2) Who is a female; and/or
- (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

**"Specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contract 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.

**"Black People"** is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 2003.

**"Youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

**"Persons with Disability"** - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998)

**"Price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts

**"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

**"Lowest acceptable tender"** means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

**"Highest acceptable tender"** means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

**"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation

**"Functionality"** means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity

**"Valid document"** means that attached document must stipulate issuance and expiry date.

**"Small enterprise"** as per the National Small Enterprise Act and Amended Schedule 1 amended in 2019, means a separate and distinct business entity, together with its branches or subsidiaries, if any, including cooperative enterprises, managed by one owner or more predominantly carried on in

any sector or subsector of the economy mentioned in column 1 of the Schedule and classified as a micro, a small or a medium enterprise by satisfying the criteria mentioned in columns 3 and 4 of the Schedule.

**26. BID AWARD AND CONTRACT CONDITIONS**

- 26.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 26.2. The Department reserves the right to request proof of payment for Security Officers from the contracted Service provider and /or the Security Officer.
- 26.3. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 26.4. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 26.5. LEDET reserves the right to award the bid as a whole, partially or not to award at all.
- 26.6. The successful bidder will be required to comply with the UIF requirements
- 26.7. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
  - a) Due to changed circumstance, there is no longer a need for the services tendered for
  - b) If funds are no longer available to cover the total envisaged expenditure, or
  - c) If no acceptable tenders are received;
  - d) If there is a material irregularity in the tender process.
- 26.8. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.

- 26.9. The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 26.10. The contract period will be from the commencement date of the contract.
- 26.11. The department reserves the rights to verify the authenticity of the information provided with SARS, UIF, PSIRA, COIDA, etc.
- 26.12. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 26.13. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 26.14. The contract shall be concluded between LEDET and the successful service provider(s).
- 26.15. The contract period will be in terms of the acceptance letter.
- 26.16. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.
- 26.17. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 26.18. The department may require the appointed bidder to provide additional security personnel at the sites that will be experiencing high number of guests during the pick season (i.e. Festive season and long public holidays). Security and Facility Management will determine the number of security personnel required during the pick season. The service provider will be required to quote at the same rate as this bid and Official Purchase Order will be issued separately for the services.
- 26.19. Submitted documents which expires before the bid closing date will not be considered.

## 27. CONTRACT ADMINISTRATION

- 27.1. The Service Provider will be required to attend monthly meetings and provide monthly reports.
- 27.2. The service provider must visit the site at least twice a month.

- 27.3. The Service Provider must report to Supply Chain Management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- 27.4. The Service Level Agreement shall be entered into between the successful bidder (herein called the "Contractor") and the Head of the Department of Economic Development and Tourism or his or her representative (herein called the "department").
- 27.5. There shall be penalties for failure to meet critical obligations by the service provider, such as, but not limited to replacing firearms within specified timeframes, failure to have required number of firearms at site as stipulated under the scope of work and a valid firearm competency certificate.
- 27.6. Ledet will submit vetting documents for the recommended bidders to State Security Agency (SSA)
- 27.7. All instructions to the Contractor shall be made by the Head of the Department or his representative.
- 27.8. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

**28. BID PRICING INSTRUCTIONS**

- 28.1. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have. The price must be fixed unless there is a statutory price increase for the duration of the contract.
- 28.2. Bidding pricing should include the relievers.
- 28.3. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 28.4. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

**29. LOCALITY**

**Documentary proof from a third party** – recent municipal account/letter or Local Authority Letter or a signed valid lease agreement must be submitted to corroborate the physical address of the business as indicated on **SBD 1**. Lease agreement must be signed six (6) months prior to the advertisement date of the bid. Physical inspection will be conducted to confirm office location of the bidder.

**30. NEGOTIATIONS**

The department reserves the right to negotiate prices with recommended bidders.

**31. BRIEFING SESSION**

There will be no briefing session for this bid.

**32. CONFIDENTIALITY**

All documents and data provided under this contract shall remain the property of the department and shall be treated as confidential.

**33. PAYMENTS**

Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

**34. BID VALIDITY PERIOD**

All bids submitted by the bidders must be valid for a period of **210 days** from the closing date.

**35. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS**

Proposals/Bids by bidders must be hand deposited into:

**Silver Tender Box,  
Evridiki Towers,  
Department of Economic Development, Environment and Tourism  
19 Biccard Street  
Polokwane**

**\*NB:** The Department will record all bid proposals received by the deadline.

**36. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder

**37. ENQUIRIES**

All enquiries regarding the bid may be directed to the following:

<b>Technical/Specification Enquiries</b>	<b>Bidding Process</b>
Mr Hlatshwayo Tel: (015) 293 8655 Cell: 082 809 8864 Email: <a href="mailto:HlatshwayoSP@Ledet.gov.za">HlatshwayoSP@Ledet.gov.za</a>	Ms. Makhubele V Tel: (015) 293 8852 Cell: 083 649 0624 Email: <a href="mailto:MakhubeleVM@ledet.gov.za">MakhubeleVM@ledet.gov.za</a>

ANNEXURE APRICING STRUCTURE

Rendering of Security Services at **Cluster 11: Head Office (Evridiki Towers) and Seshego Revenue office** for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

**A twenty-four hours' Security Service consisting of: -****Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

<b>Cluster 11</b>	<b>Total number of security officers per shift</b>	<b>Grades</b>	<b>Armed</b>	<b>Unarmed</b>
Evridiki Towers	10	ED/C	8 Armed	4 Unarmed
Evridiki Towers (Site Supervisor)	1	B	Armed	-
Seshego Revenue	1	ED/C+CIT	Armed	-

**Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

<b>Cluster 11</b>	<b>Total number of security officers per shift</b>	<b>Grades</b>	<b>Armed/Unarmed</b>
Evridiki Towers	4	ED/C	4 Armed

**Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

<b>Grade</b>	<b>Unit Price Year :1</b>	<b>Unit Price: Year 2</b>	<b>Unit Price: Year 3</b>	<b>Total Price for year 1,2 and 3</b>
Grade ED/C/				Total Price per officer Area 3 for year 1,2 and 3
Grade B				
ED/C+CIT				R.....
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months
				R.....

**\*NB:** The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)

Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

### ANNEXURE B

#### PRICING STRUCTURE

Rendering of Security Services at **Cluster 12: Lekgalameetse Nature Reserve** for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

#### A twenty-four hours' Security Service consisting of: -

##### **Day Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Cluster 12	Total number of security officers per shift	Grades	Armed
Lekgalameetse Nature Reserve	8	ED/C	8 Armed

##### **Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Cluster 12	Total number of security officers per shift	Grades	Armed
Lekgalameetse Nature Reserve	8	ED/C	8 Armed

##### **Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

Grade	Unit Price Year :1	Unit Price: Year 2	Unit Price: Year 3	Total Price for year 1,2 and 3
Grade ED/C/				Total Price per officer Area 3 for year 1,2 and 3
Grade B				
EDC+CIT				R.....
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months
				R.....

**\*NB:** The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)  
 Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade E/DC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

ANNEXURE CPRICING STRUCTURE

Rendering of Security Services at **Cluster 13: Modjadji Nature Reserve and Modjadji Cycard** for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

A twenty-four hours' Security Service consisting of: -

**Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

Cluster 13	Total number of security officers per shift	Grades	Armed	Unarmed
Modjadji Nature Reserve	2	ED/C	2 Armed	0 Unarmed
Modjadji Cycard	2	ED/C	2 Armed	0 Unarmed

**Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Cluster 13	Total number of security officers per shift	Grades	Armed	Unarmed
Modjadji Nature Reserve	2	ED/C	2 Armed	0 Unarmed
Modjadji Cycard	2	ED/C	2 Armed	0 Unarmed

**Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

	Year 1	Year 2	Year 3	Total Price for year 1,2 and 3
Grade ED/C/Price per Officer Area 3	R.....	R.....	R.....	Total Price per officer Area 3 for year 1,2 and 3
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months
				R.....

**\*NB:** The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc. Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

ANNEXURE DPRICING STRUCTURE

Rendering of Security Services at **Cluster 14: Musina Nature Reserve and Ndzelele Dam Nature Reserve** for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

A twenty-four hours' Security Service consisting of: -**Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

Cluster 14	Total number of security officers per shift	Grades	Armed	Unarmed
<b>Musina Nature Reserve</b>	2	ED/C	2 Armed	0 Unarmed
<b>Ndzelele Dam Nature</b>	2	ED/C	2 Armed	0 Unarmed

**Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Cluster 14	Total number of security officers per shift	Grades	Armed	Unarmed
<b>Musina Nature Reserve</b>	2	ED/C	2 Armed	0 Unarmed
<b>Ndzelele Dam Nature</b>	2	ED/C	2 Armed	0 Unarmed

**Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

	Year 1	Year 2	Year 3	Total Price for year 1,2 and 3
Grade ED/C/Price per Officer Area 3	R.....	R.....	R.....	Total Price per officer Area 3 for year 1,2 and 3
				R.....
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months
				R.....

**\*NB:** The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)

Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

ANNEXURE EPRICING STRUCTURE

Rendering of Security Services at **Cluster 15: Mopani Various Revenues** (Hlanganani, Namakgale, Giyani, Ritavi, Lulekani and Sekgosese) for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

A twelve - hours' Security Service consisting of: -

**Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

Cluster 15	Total number of security officers per shift	Grades	Armed/Unarmed
Hlanganani	1	ED/C + CIT	Armed
Namakgale	1	ED/C + CIT	Armed
Giyani	1	ED/C + CIT	Armed
Ritavi	1	ED/C + CIT	Armed
Lulekani	1	ED/C + CIT	Armed
Sekgosese	1	ED/C + CIT	Armed
Tzaneen Service Centre	2	ED/C	2 Armed

A twelve - hours' Security Service consisting of: -

**Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Tzaneen Service Centre	2	ED/C	2 Armed Night shift
------------------------	---	------	---------------------

**Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

Grade	Unit Price Year :1	Unit Price: Year 2	Unit Price: Year 3	Total Price for year 1,2 and 3
Grade ED/C/				Total Price per officer Area 3 for year 1,2 and 3
EDC+ CIT				
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months R.....

\*NB: The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)

Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

ANNEXURE FPRICING STRUCTURE

Rendering of Security Services at **Cluster 16: Sekhukhune Various Revenues** (Lebowakgomo, Praktiseer, Nebo, Schoonord and Potlake Nature Reserve) for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

A twelve - hours' Security Service consisting of: -

**Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

Cluster 16	Total number of security officers per shift	Grades	Armed/Unarmed
Thabamoopo (Lebowakgomo)	1	ED/C + CIT	Armed
Praktiseer	1	ED/C + CIT	Armed
Nebo	1	ED/C + CIT	Armed
Schoonord(Sekhukhune Rev)	1	ED/C + CIT	Armed
Potlake Nature Reserve	2	ED/C	2 Armed

A twelve - hours' Security Service consisting of: -

**Night Shift (Monday to Sunday 18:00 PM – 06:00 AM)**

Potlake Nature Reserve	2	ED/C	2 Armed
------------------------	---	------	---------

**Weekends and public holidays included (as stipulated above, the service is for 24 hours)**

Grade	Unit Price Year :1	Unit Price: Year 2	Unit Price: Year 3	Total Price for year 1,2 and 3
Grade ED/C/				Total Price per officer Area 3 for year 1,2 and 3
EDC+CIT				
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months R.....

\*NB: The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)

Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

ANNEXURE GPRICING STRUCTURE

Rendering of Security Services at **Cluster 17: Waterberg Revenues** (Lephalale, Mokopane, Modimolle, Mokerong, Thabazimbi) for a period of thirty-six (36) months from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

I confirm that I have read and studied the site specification for the official post and that my tender price is as follows, (VAT included for registered vendors): -

The following Service is required: -

A twelve - hours' Security Service consisting of: -  
**Day Shift (Monday to Sunday 06:00 AM -18:00 PM)**

<b>Cluster 17</b>	Total number of security officers per shift	Grades	Armed/Unarmed
Lephalale	1	ED/C + CIT	Armed
Modimolle	1	ED/C + CIT	Armed
Mokerong	1	ED/C + CIT	Armed
Thabazimbi	1	ED/C + CIT	Armed

**Weekends and public holidays included (as stipulated above, the service is for twelve - hours' security service)**

Grade	Unit Price Year :1	Unit Price: Year 2	Unit Price: Year 3	Total Price for year 1,2 and 3
Grade ED/C				Total Price per officer Area 3 for year 1,2 and 3
EDC+CIT				
Total Cost Per year	R.....	R.....	R.....	Total tender amount for a period of 36 months
				R.....

**\*NB:** The Total Bid Price should be all inclusive (i.e. Equipment's, Labour, Overheads, profit, etc.)  
 Bidder's price offer must comply with Sectorial Determination 6 for Area 3, Security Grade EDC: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.

## **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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution
	1234567890	

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

POINTS	
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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 tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>PREFERENTIAL GOALS</b>		
<b>SPECIFIC GOALS</b>		
1 Black People  <b>(Submit CSD report or certified copy of company CIPC registration certificate)</b>	4	
2 Women  <b>(Submit CSD report or certified copy of company CIPC registration certificate)</b>	3	
3 Persons with disability  <b>(Submit Original or Certified Copy of certificate/confirmation of Disability Status)</b>	2	
<b>RDP GOALS</b>		
1 Youth  <b>(Submit CSD report or certified copy of company CIPC registration certificate)</b>	2	
2 Micro, Small and Medium enterprises (MSMEs)  <b>(Submit an affidavit confirming bidder's annual turnover and employee count)</b>	3	
3 Cooperatives  <b>(Submit CSD report or certified copy of company CIPC registration certificate)</b>	2	
4 Enterprise Located in Limpopo Province  <b>(Submit Recent Municipal account (it must be in the name of the business and</b>	2	

	<p><b><i>not older than 3 months)</i></b>  <u>or</u></p> <p>Local Authority Letter for confirmation of Local Address (<b><i>it must be in the name of the business and not older than 3 months)</i></b>  <u>or</u></p> <p>Lease Agreement not less than six (6) months</p> <p><b><i>In case where a director of the company operates a business from the same residential where he/she resides, the affidavit by commissioner of oath must be submitted and accompanied by proof of rates and taxes.)</i></b></p>	
5	<p>Military Veterans  <b>(Submit Certified copy of Military veteran Certificate issued by Department of Military Veterans (DMV))</b></p>	2
	<b>TOTAL</b>	<b>20</b>

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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.

Js General Conditions of Contract (revised July 2010)