



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

|                           |   |
|---------------------------|---|
| <b>DEPARTMENT</b>         | DEPARTMENT OF HUMAN SETTLEMENTS   |
| <b>TENDER DESCRIPTION</b> | <b>THE APPOINTMENT OF SECURITY SERVICE PROVIDER(S) FOR PHYSICAL GUARDING SERVICES TO BE PROVIDED FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS, ITS REGIONAL OFFICES AND HOSTELS FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b> |
| <b>TENDER NUMBER</b>      | HLA 4/2/4-2023/08   |

|                         |   |                             |                    |                              |  |
|-------------------------|---|-----------------------------|--------------------|------------------------------|--|
| <b>BRIEFING SESSION</b> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | SESSION COMPULSORY | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| <b>BRIEFING</b>         | VENUE                                   | MICROSOFT TEAMS             | TIME               | 10H00                        |  |
|                         | DATE                                    | 05 FEBRUARY 2024            |                    |                              |  |

|                        |                  |
|------------------------|------------------|
| <b>CLOSING DATE</b>    | 20 FEBRUARY 2024 |
| <b>CLOSING TIME</b>    | 11H00            |
| <b>VALIDITY PERIOD</b> | 120 DAYS         |

## Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- The Gauteng Department of Human Settlements values the protection of personal information act (POPI act) and expects all tenderers to comply with the act.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

| Tender Number     | Description   | Briefing Session   | Closing Date  |
|-------------------|---|--|---|
| HLA 4/2/4-2023/08 | Appointment of security service provider(s) for physical guarding services to be provided for the Gauteng Department of Human Settlements, its Regional Offices and Hostel for a period of thirty-six (36) months | <p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on the <b>05 February 2024 @ 10h00</b>. Attendance is highly recommended.</p> <p>Bidders who are interested in applying for this tender must send in an application to the following email address<br/> <a href="mailto:infogdhus.tenders@gauteng.gov.za">infogdhus.tenders@gauteng.gov.za</a><br/>           and copy<br/> <a href="mailto:Mbuso.Mazibuko@gauteng.gov.za">Mbuso.Mazibuko@gauteng.gov.za</a><br/>           and<br/> <a href="mailto:Thabo.ndlovu@gauteng.gov.za">Thabo.ndlovu@gauteng.gov.za</a><br/>           for Microsoft teams invite for application for the briefing session by the <b>05 February 2024</b> or <b>click on the link below to join</b>.</p> <p><a href="#">Click here to join the meeting</a></p> | <p><b>Date: 20 February 2024</b><br/> <b>Venue: Department of Human Settlements</b><br/> <b>11 Diagonal Street</b><br/> <b>17<sup>th</sup> Floor Reception</b><br/> <b>Newtown,</b><br/> <b>Johannesburg</b><br/> <b>2107</b></p> |

Documents can only be downloaded from Treasury website from: Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 2. E-mail [tender.admin@gauteng.gov.za](mailto:tender.admin@gauteng.gov.za) 3. Human Settlements website [www.gauteng.gov.za](http://www.gauteng.gov.za) >>> Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders from the **20 February 2024**. Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17<sup>th</sup> Floor Reception Department of Human Settlements, 11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to [infogdhus.tenders@gauteng.gov.za](mailto:infogdhus.tenders@gauteng.gov.za) and copy [Thinandavha.mudau@gauteng.gov.za](mailto:Thinandavha.mudau@gauteng.gov.za) Any other enquiry related to bid process may be directed in writing for attention to Mr Thabo Ndlovu at [Thabo.Ndlovu@gauteng.gov.za](mailto:Thabo.Ndlovu@gauteng.gov.za) and Mr Mbuso Mazibuko at [Mbuso.Mazibuko@gauteng.gov.za](mailto:Mbuso.Mazibuko@gauteng.gov.za) and copy [infogdhus@gauteng.gov.za](mailto:infogdhus@gauteng.gov.za). The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.



**IT IS A CONDITION OF BIDDING THAT –**

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

### REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

Registered Suppliers to ensure that all details completed below are CURRENT.

| MANDATORY SUPPLIER DETAILS      |                |
|---------------------------------|----------------|
| CSD Supplier number             |                |
| Company name (Legal & Trade as) |                |
| Company registration No         |                |
| Tax Number                      |                |
| VAT number (If applicable)      |                |
| Street Address                  | Postal Address |
|                                 |                |
| CONTACT DETAILS                 |                |
| Contact Person                  |                |
| e-mail address                  |                |
| Telephone Number                |                |
| Cell Number                     |                |

*NB: Bidders are requested to include their CSD reports in their submission of the tender documents.*

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT**

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_



### **Submission of Financial Statements**

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

## PART A INVITATION TO BID

|  |   |               |   |  |  |
|--|---|---------------|---|--|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS</b>   |   |               |   |  |  |
| BID NUMBER:  | HLA 4/2/4-2023/08   | CLOSING DATE: | 20 February 2024  | CLOSING TIME:  | 11h00  |
| DESCRIPTION  | Appointment of security service provider(s) for physical guarding services to be provided for the Gauteng Department of Human Settlements, its Regional Offices and Hostel for a period of thirty-six (36) months |               |   |  |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>   |   |               |   |  |  |
| 11 Diagonal Street, 17 <sup>th</sup> Floor Reception   |   |               |   |  |  |
| New Town   |   |               |   |  |  |
| Johannesburg   |   |               |   |  |  |
| 2107   |   |               |   |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |   |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |  |  |
| CONTACT PERSON   | Thabo Ndlovu  |               | CONTACT PERSON  | Thinandavha Mudau  |  |
| TELEPHONE NUMBER   |   |               | TELEPHONE NUMBER  |  |  |
| FACSIMILE NUMBER   |   |               | FACSIMILE NUMBER  |  |  |
| E-MAIL ADDRESS   | Thabo.Ndlovu@gauteng.gov.za   |               | E-MAIL ADDRESS  | Thinandavha.Mudau@gauteng.gov.za                         |  |
| <b>SUPPLIER INFORMATION</b>  |   |               |   |  |  |
| 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<br>[IF YES ENCLOSE PROOF]  |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |   |               |   |  |  |
| 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 |  |
| <b>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.</b> |   |               |   |  |  |

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER.....

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

DATE.....

## 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 State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

---

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



2.2.1 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 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

---

<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.

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

## SBD 6.1

### 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 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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                                     | 90     |
| SPECIFIC GOALS                            | 10     |
| Total points for Price and SPECIFIC GOALS | 100    |

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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.)**

| <b>The specific goals allocated points in terms of this tender.</b><br>(51% or more on the ownership to claim a total points) | <b>Number of points allocated (90/10 system)</b><br><b>(To be completed by the organ of state)</b> | <b>Number of points claimed.</b><br><b>(90/10 system)</b><br><b>(To be completed by the tenderer)</b> |
|---|--|---|
| Specific Goal – Black Ownership (Race)  | 02   |   |
| RDP Goals -Woman Equity   | 03   |   |
| RDP Goals -Youth  | 03   |   |
| RDP Goals -People living with Disability  | 02   |   |

#### **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 propriety
  - ☐ 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(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## TERMS OF REFERENCE

**THE APPOINTMENT OF SECURITY SERVICE PROVIDER(S) FOR PHYSICAL GUARDING SERVICES TO BE PROVIDED FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS, ITS REGIONAL OFFICES AND HOSTELS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

### 1. PURPOSE

The purpose of this document is to request approval for the provision of security guarding services at Gauteng Department of Human Settlement (Head office, Regional Offices and Hostels) for a period of 36 months.

### 2. BACKGROUND

The GDHS seek to ensure a conducive and safe working environment for their employees, members of the public and Service Provider(s) by providing comprehensive security services to their buildings.

It is imperative for the Departments to ensure that their buildings are secured in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985 and the *Minimum Physical Security Standards*.

### 3. SCOPE OF WORK

3.1. The Service Provider(s) shall provide security services for the Departments at the following sites:

#### 3.1.1. GAUTENG DEPARTMENT OF HUMAN SETTLEMENT OFFICES

| Security Officers                  |         |         |                      |                              | Equipment        |           |         |         |
|------------------------------------|---------|---------|----------------------|------------------------------|------------------|-----------|---------|---------|
| Sites                              | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios           | Batons    | Torches | Firearm |
| 129 Fox Street<br>Day Shift        | 6       | 2       | 1                    | 1                            | 5<br>Handheld    | 4         | 4       | Nil     |
| Night Shift and<br>Public Holidays | 4       | 2       | Nil                  |                              | 1 Base<br>Radios |           |         |         |
| Security Officers                  |         |         |                      |                              |                  | Equipment |         |         |





# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

| Sites                                    | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios                         | Batons | Torches | Firearm |
|--|---------|---------|----------------------|------------------------------|--------------------------------|--------|---------|---------|
| 11 Diagonal Street<br>Day Shift          | 10      | 3       | 1                    | 1                            | 9 Handheld<br><br>1 Base Radio | 8      | 8       | Nil     |
| Night Shift                              | 8       | 3       | Nil                  |                              |                                |        |         |         |
| Security Officers                        |         |         |                      |                              | Equipment                      |        |         |         |
| Sites                                    | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios                         | Batons | Torches | Firearm |
| Ekurhuleni Regional Office<br>Day Shift  | 4       | 2       | 1                    | 1                            | 4 Handheld<br><br>1 Base Radio | 6      | 4       | Nil     |
| Night Shift                              | 2       | 2       | Nil                  |                              |                                |        |         |         |
| Security Officers                        |         |         |                      |                              | Equipment                      |        |         |         |
| Sites                                    | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios                         | Batons | Torches | Firearm |
| Vereeniging Regional Office<br>Day Shift | 4       | 2       | 1                    | 1                            | 4 Handheld<br><br>1 Base Radio | 6      | 4       | Nil     |
| Night Shift                              | 2       | 2       | Nil                  |                              |                                |        |         |         |
| Security Officers                        |         |         |                      |                              | Equipment                      |        |         |         |
| Sites                                    | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios                         | Batons | Torches | Firearm |
| West Rand(Krugersdorp)<br>Day Shift      | 4       | 2       | 1                    | 1                            | 4 Handheld                     | 6      | 4       | Nil     |



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

|                                |                |                |                             |                                     |                  |               |                |                |
|--------------------------------|----------------|----------------|-----------------------------|-------------------------------------|------------------|---------------|----------------|----------------|
| Night Shift                    | 2              | 2              | Nil                         |                                     | 1 Base Radio     |               |                |                |
| <b>Security Officers</b>       |                |                |                             |                                     | <b>Equipment</b> |               |                |                |
| <b>Sites</b>                   | <b>Grade D</b> | <b>Grade C</b> | <b>Supervisor (Grade B)</b> | <b>Operations Manager (Grade A)</b> | <b>Radios</b>    | <b>Batons</b> | <b>Torches</b> | <b>Firearm</b> |
| <b>Tshwane regional office</b> | 6              | 2              | 1                           | 1                                   | 5 Handheld       | 4             | 4              | Nil            |
| Day Shift                      |                |                |                             |                                     |                  |               |                |                |
| Night Shift                    | 4              | 2              | Nil                         |                                     | 1 Base Radios    |               |                |                |
| <b>Security Officers</b>       |                |                |                             |                                     | <b>Equipment</b> |               |                |                |
| <b>Sites</b>                   | <b>Grade D</b> | <b>Grade C</b> | <b>Supervisor (Grade B)</b> | <b>Operations Manager (Grade A)</b> | <b>Radios</b>    | <b>Batons</b> | <b>Torches</b> | <b>Firearm</b> |
| <b>Meyerton Office</b>         | 4              | 2              | 1                           | 1                                   | 4 Handheld       | 6             | 2              | Nil            |
| Day Shift                      |                |                |                             |                                     |                  |               |                |                |
| Night Shift                    | 1              | 1              | Nil                         |                                     | 1 Base Radio     |               |                |                |
| <b>TOTAL</b>                   | <b>61</b>      | <b>29</b>      | <b>7</b>                    | <b>7</b>                            | <b>40</b>        | <b>40</b>     | <b>30</b>      | <b>Nil</b>     |

**Note: Operation Manager to visit the sites bi-weekly.**

## 3.1.2. GDHS HOSTELS

|                          |                |                |                             |                                     |                  |               |                |                |
|--------------------------|----------------|----------------|-----------------------------|-------------------------------------|------------------|---------------|----------------|----------------|
| <b>Security Officers</b> |                |                |                             |                                     | <b>Equipment</b> |               |                |                |
| <b>Sites</b>             | <b>Grade D</b> | <b>Grade C</b> | <b>Supervisor (Grade B)</b> | <b>Operations Manager (Grade A)</b> | <b>Radios</b>    | <b>Batons</b> | <b>Torches</b> | <b>Firearm</b> |
| <b>Jeppe Hostel</b>      | 3              | 1              | Nil                         | 1                                   | 4 Handheld       | 4             | 4              | Nil            |
| Day Shift                |                |                |                             |                                     |                  |               |                |                |
| Night Shift              | 3              | 1              | Nil                         |                                     |                  |               |                |                |



# GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

| Security Officers  |         |         |                      |                              | Equipment  |        |         |         |
|--------------------|---------|---------|----------------------|------------------------------|------------|--------|---------|---------|
| Sites              | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios     | Batons | Torches | Firearm |
| George Goch Hostel | 3       | 1       | Nil                  | 1                            | 4 Handheld | 4      | 4       | Nil     |
| Day Shift          |         |         |                      |                              |            |        |         |         |
| Night Shift        | 3       | 1       | Nil                  |                              |            |        |         |         |
| Security Officers  |         |         |                      |                              | Equipment  |        |         |         |
| Sites              | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios     | Batons | Torches | Firearm |
| Denver Hostel      | 3       | 1       | Nil                  | 1                            | 4 Handheld | 4      | 4       | Nil     |
| Day Shift          |         |         |                      |                              |            |        |         |         |
| Night Shift        | 3       | 1       | Nil                  |                              |            |        |         |         |
| Security Officers  |         |         |                      |                              | Equipment  |        |         |         |
| Sites              | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios     | Batons | Torches | Firearm |
| LTA Hostel         | 2       | 1       | Nil                  | 1                            | 3 Handheld | 3      | 3       | Nil     |
| Day Shift          |         |         |                      |                              |            |        |         |         |
| Night Shift        | 2       | 1       | Nil                  |                              |            |        |         |         |
| Security Officers  |         |         |                      |                              | Equipment  |        |         |         |
| Sites              | Grade D | Grade C | Supervisor (Grade B) | Operations Manager (Grade A) | Radios     | Batons | Torches | Firearm |
| MBA Hostel         | 2       | 2       | Nil                  | 1                            | 4 Handheld | 4      | 3       | Nil     |
| Day Shift          |         |         |                      |                              |            |        |         |         |
| Night Shift        | 2       | 1       | Nil                  |                              |            |        |         |         |
| Security Officers  |         |         |                      |                              | Equipment  |        |         |         |



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

| Sites                    | Grade D   | Grade C   | Supervisor (Grade B) | Operations Manager (Grade A) | Radios        | Batons    | Torches   | Firearm    |
|--------------------------|-----------|-----------|----------------------|------------------------------|---------------|-----------|-----------|------------|
| <b>Murray and Hostel</b> | 2         | 1         | Nil                  | 1                            | 3<br>Handheld | 3         | 3         | Nil        |
| Day Shift                |           |           |                      |                              |               |           |           |            |
| Night Shift              | 2         | 1         | Nil                  |                              |               |           |           |            |
| <b>TOTAL</b>             | <b>30</b> | <b>13</b> | <b>Nil</b>           | <b>7</b>                     | <b>22</b>     | <b>22</b> | <b>21</b> | <b>Nil</b> |

**Note: Operation Manager to visit the sites bi-weekly.**

### Additional Equipment

- Handcuffs (2 per site)
- Occurrence Books
- Guard monitoring system x 6 (Minimum of 10 clocking points)
- **Three Patrol Vehicle** to patrol around the 6 hostels.
- **Torches**
- **Handheld Metal detectors**

### 3.2. The Service Provider(s) shall do the following:

- Guard and protect assets from theft, arson, robbery, and other unlawful acts committed by any person. These duties will be performed on a 24/7 basis.
- Protect officials, employees, visitors and Service Provider(s) from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within the premises of Gauteng Department of Human Settlement, its regional Office, and Hostels.
- Conduct searching of all vehicles, handbags and baggage carried by people moving in and out the premises.
- Security Officers to register the movable assets for officials and the public e.g (laptops, desk-tops, etc.)
- Conduct random searches of people, including staff members, coming in and out of the premises.
- Operate access control equipment in the respective Control Rooms.
- Ensure all posts are always manned.
- Conduct regular patrols in and around the premises.
- Security officers must have a basic knowledge of First Aid.
- Operation Manager to visit the sites bi-weekly.



- 3.3. The guards must always wear corporate uniform at offices and hostels and must be of sound moral character, courteous and without any past criminal cases.

## 4. SECURITY BACKGROUND CHECKS

- 4.1. The prospective Service Provider(s) must submit **valid PSIRA Certificates** for itself and for its directors/members/partners and/or owners.
- 4.2. The GDHS reserves the right to conduct security background checks and vetting in respect of the prospective Service Provider(s)
- 4.3. **Applicable Documents: Acts and Regulations**

The prospective Service Provider(s) must have knowledge of the following legislation and standards (as amended), in so far as the Departments are concerned:

- Constitution of the Republic of South Africa, 1996
- Protection of Information Act 84 of 1982
- Promotion of Access to Information Act 2 of 2000
- Promotion of Administrative Justice Act 3 of 2000
- Criminal Procedure Act 51 of 1977
- Occupational Health and Safety Act 85 of 1993
- Private Security Industry Regulation Act 56 of 2001
- Control of Access to Public Premises and Vehicles Act 53 of 1985
- Trespass Act 6 of 1959
- Information Act 70 of 2002
- Labour Relations Act 66 of 1995
- Employment Equity Act 55 of 1998
- Minimum Information Security Standards, 2009
- Minimum Physical Security Standards, 2009

**Note: Should there be an update of any legislation or standard referred to in this document; the updated version shall be applicable.**

## 5. CONDITIONS OF CONTRACT

- 5.1. The Service Provider(s) and his/her/its employees must sign a "Declaration of Secrecy" with the Department before commencement of services.



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

**5.2.** The Service Provider(s) must make use of Category “B”, “C” and “D” Security Officers, as defined in the Private Security Industry Regulation Act 56 of 2001.

**5.3.** All security officers deployed by the Service Provider(s) in terms of this tender, must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

**5.4.** All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority (“the PSIRA”).

**5.5.** The Service Provider(s) shall, to ensure the continuity of the services, in the application of the security measures as contained in this tender and in the Contract, distribute specific personnel for the services on the site, keeping in mind that rotation from time to time, of security personnel is a healthy practice.

**5.6.** The quality of the security services to be rendered must not only be in accordance with the acceptable standard of the trade concerned, but also be in line with specific standards as contained, amongst others, in legislation.

**5.7.** All possible steps must be taken by the Service Provider(s) to ensure the correct intended execution of this Contract will take place.

**5.8.** The prospective Service Provider(s) may be required to absorb or retain at least 50% of the security officers based at the Department in terms of the previous security contract and this will be subject to the Service Provider(s)’s recruitment strategy.

**5.9** The Service Provider will be required to provide monthly report from respective Supervisors to the Project Manager in the department.

## **6. PERSONNEL**

**6.1.** The Service Provider(s)’s Operations Manager (Security Officer Grade A) must be personally available to do the work as and when required.

First-level Security Supervisor (Security Officer Grade B is the person exercising complete supervision and control over security staff at a site where security services are rendered by the 1Service Provider(s).



**6.2** Security Officer Grade C or D is the person who shall supply the physical security services (access control and patrols), other than Grade B officers.

**6.3.** It is the responsibility of the Service Provider(s) to see to it that the security personnel in its service and especially those employed for the rendering of this service, always meet the following requirements:

**6.3.1. Operations Managers (Grade A)**

- a) Operations Manager's (Grade A security officer) main function would normally be a site manager or commander.
- b) Ops Manager must be schooled to at least a three (3) year degree and must have basic management skills
- c) Controlling and managing a number of functions.
- d) Managing the security workforce
- e) Conducting risk assessments and evaluations on weekly
- f) Ops Manager must poses basic investigative skills, problem solving and must be able to design security solutions.

**6.3.2. Supervisors: (Grade B)**

- a) Supervisors must be schooled to at least Grade 12 level and must have basic management skills.
- b) Supervisors must have a good grounding in their post descriptions and duties.
- c) Supervisors must always be capable of leading/controlling and supervising their subordinates.
- d) Supervisors must be able to communicate, read and write.

**6.3.3. Security Officers: (Grade C or D)**

- a) Security Officers must be schooled to at least Grade 10 level.
- b) Security Officers must be able to communicate, read and write.
- c) Security Officers may not be younger than 18 years of age.

**6.3.4. General (Supervisors and Security Officers):**

- a) Supervisors and Security Officers must have undergone and passed formal security training as approved by the PSIRA.





## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

- b) They must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink and fiddle with cell phones while attending to people.
- c) They must always present a dedicated attitude/ approach to security, which, attitude/ approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- d) They must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.
- e) They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.
- f) They are prohibited from reading documents or records in Departmental offices or from the unnecessary handling thereof.
- g) No information concerning Departmental activities may be furnished to the public or news media by the Service Provider(s) and his/her employees.
- h) The GDHS reserves the right to ascertain from the PSIRA whether each security staff member in service of the Service Provider(s), are registered with the PSIRA.
- i) The Service Provider(s) undertakes to ensure that each member of his/her/its security personnel, will always when on duty, be fully equipped in respect of all necessary equipment to execute his/her duties.
- j) The security officers must be South Africans with valid Identity Documents.

**NB: A clear identification card showing the security officer's photo, identification, and PSIRA numbers, must always be always worn visibly by each security guard while he/she is on duty.**

**NB: Proposals must be in line with the gazetted PSIRA rates.**

## 7. OCCURRENCE BOOK (ONE FOR EACH SITE)

### 7.1. Purpose

The purpose of the occurrence book is to give an overall picture of activities, inspections by Supervisors and all other occurrences at each site.

### 7.2. Compulsory Occurrence Book Entries

**7.2.1.** The security personnel on duty must make the following entries in the occurrence book:





## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

**7.2.1.1** All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made, clearly legible, in blue/black ink.

**7.2.1.2** All occurrences, however important, slight, or unusual, with reference to the correct time and relevant actions taken.

**7.2.1.3** All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.

**7.2.1.4** The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.

**7.2.1.5** The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.

**7.2.1.6** The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

**7.2.1.7** Occurrence book read: After the taking-over of shifts, the Supervisor must make an entry declaring that he/she has read the occurrence-book to acquaint him/herself with events that occurred during the previous shift.

**7.2.1.8** All visits by the Service Provider(s)'s management must be recorded in red ink.

**7.2.1.9** Officials of the Department shall communicate by writing in the occurrence book, all additional requests in respect of the rendering of the services.

**NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid, or totally deleted. It shall only be crossed out by a single line and initialled on the side and no pages should be removed from the book.**

### **7.3. Storage of Occurrence Books**

The Service Provider(s) shall store the fully entered occurrence books for a period of twelve months after the expiry of the Contract.

## **8. CONTRACTUAL ARRANGEMENTS**

- a) The Service Provider(s) will report directly to and hand over all deliverables to be reviewed and sanctioned to the Department's Project Manager.
- b) Once appointed, a purchase order number will be issued to the Service Provider(s), which must be used in all future financial related correspondence.



- 
- c) Invoices must detail specific activities performed.
  - d) Payment will be made following review and approval of each deliverable received from the Service Provider(s).
  - e) No up-front payments will be made. The Department will pay for satisfactory completion of work within 30 days of submission of invoice.

## **9. CLIENT LIASON**

**9.1** The Security Supervisor must make daily contact with the Departmental representative at each site to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of the services.

**9.2** Once a month, there shall be a meeting between the Service Provider(s) and the Departmental representatives. Minutes must be taken, and such minutes must be kept by the Departmental representatives.

## **10. COMPLIANCE WITH LABOUR AND RELATED LEGISLATION AND STANDARDS**

**10.1** The Service Provider(s) undertakes to, always, including for the full duration of the contract, be compliant with all labour and related legislation.

**10.2** The Service Provider(s) acknowledges that it's non-compliance with legislation and standards may potentially negatively reflect on the Departments. As the Departments, cannot be seen to condone unfair labour practices, non-compliance by the Service Provider(s) shall be a ground for terminating the contract.

**NOTE: No security guard may be allowed to do continuous duty for longer than twelve hours.**

## **11. LOST ARTICLES**

**11.1.** Lost articles are articles found and / or report on site, for which ownership cannot be established immediately. It must be handed in at the Control Room.

**11.2.** All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the Departmental representative immediately.



## 12. DELIVERIES

**12.1.** No deliveries by any person will be received at the Control Room. The necessary arrangements must be made by the Departmental representative.

**12.2.** No deliveries will be received after hours, over weekends, at night and on public holidays unless prior arrangement is made by the receiver and the security manager.

## 13. LABOUR UNREST INCIDENTS

### 13.1. Definition

Labour unrest incidents are incidents where the Departments' personnel on site, or the security personnel, engage in personnel practices such as strikes, unrest and intimidation.

### 13.2. Labour Unrest at the Site

When the security services are interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the Service Provider(s), the Service Provider(s) and the Departments must come to an agreement on the methods to ensure continuation of the security services.

**NB: When the services are interrupted or compromised because of labour unrest or labour dispute on the side of the Service Provider(s), the GDHS reserves the right to terminate the contract.**

## 14. EXERCISING OF CONTROL OVER THE SERVICES

An inspection of the rendering of the services shall be done by the Service Provider(s)'s supervisory staff at each site, as well as by the Service Provider(s)'s management on at least a weekly basis. The following further points will also be applicable.

**14.1.** The GDHS reserves the right to inspect the services made by the Service Provider(s) at any time, to ensure that the services are made by the conditions of contract and all applicable specifications. This includes the posting of sufficient staff as per these specifications.



**14.2.** All personnel shortages at a site must be noted down by Security Supervisor in the occurrence book of that site and at once supply a reliever / rover.

## **15. GENERAL**

**15.1.** The Service Provider(s) may not, unless otherwise specified, make use of any of the Departments' equipment, aids and/or property, for purposes of compliance with the conditions of contract, which equipment, aids and/or property include inter alia vehicles, stationary, firearms, rooms, furniture, equipment, etc.

**15.2.** The water and electricity required for the rendering of the service, shall be provided free of charge by the Departments.

**15.3.** The Service Provider(s) is responsible for the training of his/her/its personnel at the site in respect of the emergency plan applicable to the specific site and will form part of the Safety Committee on site.

**15.4.** All keys required to obtain entry to those parts of the site where the services are to be rendered, will be provided by the Departments.

**15.5.** The Service Provider(s)'s personnel must always refrain from littering and must keep the grounds and buildings services by them, clean, hygienic and neat, including their workspace.

**15.6.** Under no circumstances may any of the Service Provider(s)'s security staff members do any trading while on site.

## **16. ADVERTISING**

**16.1.** The Service Provider(s) shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or to the Departments' buildings on the site of contract or on the periphery without written consent. The Service Provider(s) shall not publicly display at the site any article or object, which might be regarded as objectionable or undesirable.

**16.2.** Any sign, printed matter, painting, nameplate, advertisement, article, or object, displayed without written consent or which is regarded as objectionable or undesirable,



will at once be removed. The Service Provider(s) shall be held responsible for the costs of such removal.

## 17. AUTHORIZATION

In terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Section 2(1) (a) and 2(2) (g) read with Government Notice 2142 of October 6, 1989, the GDHS hereby authorizes the appointed Service Provider(s) to take the necessary steps to properly safeguard the premises and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed, by applying:

- Access control
- Physical guarding of assets

## 18. EVALUATION METHODOLOGY

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The evaluation of bids will be done in three stages as follows: **Administrative Compliance, Mandatory Compliance, Functionality Evaluation, Mandatory Site Visit Evaluation and Price and Preference**. During these stages, bids that do not meet the Mandatory Compliance Requirements will be disqualified and will not be considered for further evaluation on Functionality. Bids that do not meet the minimum threshold during the Functionality Evaluation and Mandatory Site Visit Evaluation will be disqualified and will not be considered for the Third Stage which is Price and Preference (specific goals).

- Stage 1A: Administrative Compliance
- Stage 1B: Mandatory Compliance
- Stage 2A: Functionality Evaluation
- Stage 2B: Mandatory Site Visit Evaluation
- Stage 3: Price and Preference (Specific goals)

Therefore, the following criteria will apply:

- Price = 90 points
- Specific goals = 10 points



## 18.1 Stage 1A: Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below: Non-compliance will not result in the bidder being disqualified.

- Duly Complete, sign and submit all (Standard Bidding Documents) SBD documents:
  - SBD 1- Invitation to bid.
  - SBD 6.1 – Preference Points Claim Form.
- Valid SARS Tax compliance status TCS pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile
- Certified copies of IDs for Member/Directors
- Valid BBEE Certificate or sworn affidavit.
- NB: In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963 will suffice. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate (issued by an agency accredited by SANAS).
- Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
- In case of a consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a, consortium or Joint Venture will NOT be allowed.
- **NB:** Note that a sworn affidavit as explained above is to be signed by a commissioner of oath on the same date as the deponent.

**NB: All JV/Consortium proposal must include the individual companies / parties information for the above documents (where applicable).**

**NB: The department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of the tender.**





## 18.2 Stage 1B: Mandatory Documents

- **Bidders must submit the below valid mandatory documents and Failure to comply with the mandatory requirements will result to a disqualification from further evaluation.**
  - Fully completed Price Matrix
  - SBD 3.3 – Price Schedule;
  - SBD 4- Bidder's Disclosure Form.
  - Submission of Functionality Evaluation (Paper based)
  - Proof of a valid Compensation for Occupational Injuries and Disease Act. (COIDA) Sector Specific (e.g., Security Services)
  - Proof of valid Company Registration with PSIRA.
  - Proof of valid Compliance Certificate from Provident Fund, PSSPF (13A Confirmation letter)
  - Proof of valid Company Owner/s Registration with PSIRA; and
  - Proof of valid Letter of Good Standing from PSIRA
  - Proof of valid Public Liability or Professional indemnity cover or letter of intent from an insurance company must be submitted and/ or the minimum is below R10 million.
  - JV Proof of a valid Submission of a joint venture/consortium agreement signed by all parties to the agreement and the lead partner to be indicated. (Where bidders submit proposals as such).

*NB: Proof of a valid Compensation for Occupational Injuries and Disease Act. (COIDA) must be submitted for both companies in a case of a Joint Venture (JV) submission.*

In addition to the above, the following must be submitted:

- A valid agreement in the case of a Consortium or Joint-Venture signed by all party representatives. Document should be in full and indicate the leading partner and proposed revenue split.
- A R 10 million minimum insurance cover that must be valid at the date of tender closure. Bidder must submit a full policy document for cover not below R10 million (Cover should include but not limited to loss of asset, Injuries of employees, theft)
- In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance or public liability cover of the leading partner from an insurance company for cover not below R10 million (Cover should include but not limited to loss of asset, Injuries of employees, theft)



***NB: Bidders who do not comply with the mandatory compliance criteria will be disqualified from further evaluation.***

*NB: The Department reserves the right to verify the validity of all supporting documents.*

***Failure to comply with the mandatory requirements will lead to a bidder being non-responsive and they will be disqualified for further evaluation.***

### **18.3 Stage 2A: Functionality Evaluation**

**Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of Mandatory Site Visits and Pricing.**

| TECHNICAL EVALUATION CRITERIA   | TOTAL POINTS |
|---|--------------|
| <p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>• The tender will be evaluated in three (3) sections.</li> <li>• Each of the three sections has an individual score.</li> <li>• The three sections give a total of 100.</li> <li>• The three sections are as follows: <ul style="list-style-type: none"> <li>○ Section 1: Quality of the bidder's proposal with a total score of 50 points. This section has sub-sections as follows: <ul style="list-style-type: none"> <li>▪ Section 1.1: Approach and methodology with a score of 15 points</li> <li>▪ Section 1.2: Timelines and governance with a total score of 10 points</li> <li>▪ Section 1.3: Allocation of human resources for each activity and deliverables with a score of 10 points</li> <li>▪ Section 1.4: Absorption Process with a total score 05 points</li> <li>▪ Section 1.5: Contingency Plan with a total score of 05 points</li> <li>▪ Section 1.6: Training Plan with a total score of 05 points.</li> </ul> </li> <li>○ Section 2: Professional Registration and Experience of the Operations Manager with a total score of 20 points</li> <li>○ Section 3: Experience of the service provider with a total score of 30 points</li> </ul> </li> </ul> |              |





**SECTION 1: QUALITY OF THE BIDDER'S PROPOSAL**

**50**

**Important notes to the bidder:**

1. The quality of the bidder's proposal will focus on the following aspects:
  - a. The proposed approach and methodology are detailed and clearly articulated. The approach and methodology are comprehensive and fully aligned to tender terms of reference and scope of work including expected deliverables.
  - b. The proposed approach and methodology meet the timelines proposed by the department or the timelines proposed are closely aligned to the department's expectation.
  - c. The proposed approach and methodology on Allocation of human resources for each activity and deliverables
  - d. The absorption process must outline the recruitment strategy on how the current security officials will be absorbed into bidder' system.
  - e. The proposed contingency plan must address all emergency requirements but not limited to strikes / labour unrest, absenteeism, disaster management, etc.
  - f. The proposed training plan must present well-defines training offerings, activities, training timeframes and accreditation
2. The maximum points a bidder can score in this sub-section is 50 points and the lowest score a bidder can score in this sub-section is zero points

**Section 1.1: Approach & Methodology**

1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs?
2. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference.
3. The maximum points a bidder can score in this sub-section is **15 points**
4. The methodology must address the following 3 objectives:
  - a. *Guard and protect assets from theft, arson, robbery, and other unlawful acts*
  - b. *Protect officials, employees, visitors and Service Provider(s) from physical harm, harassment, threat or intimidation, and other criminal acts*



- c. Patrol and searching of all vehicles, handbags and baggage carried by people moving in and out the premises*

Project Implementation Plan that indicates the following:

Clearly defined activities that are 100% aligned to each of the key objectives as well as each of the expected outputs / deliverables as outlined in the scope of work =

maximum **15 points**

- An approach and methodology that meets all the above 3 objectives will be given a full score of 15 points
- An approach and methodology that meets any 2 objectives will be given a full score of 10 points
- An approach and methodology that meets only 1 objective will be given a full score of 5 points
- Non submission of the methodology will be given a score of zero (0) Points

## Section 1.2: Timelines

### Important notes to the bidder:

The bid document must outline the proposed timelines that indicates how the bidder responds to the occurrence of land and building invasions noting legislated timeframes for dealing with illegal occupation of land and property. The methodology must include:

1. The timeframes the bidder will approach the scope of work, that is, how quick will the bidder respond to the matters and what processes shall be followed to achieve the deliverables as per the scope of work
2. The bid submission must include a clear and detailed timeline that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference.
3. The maximum points a bidder can score in this sub-section is **10 points**
4. The timelines plan must address how the following 3 objectives will be delivered:
  - a. Guard and protect assets from theft, arson, robbery, and other unlawful acts*
  - b. Protect officials, employees, visitors and Service Provider(s) from physical harm, harassment, threat or intimidation, and other criminal act*
  - c. Patrol and searching of all vehicles, handbags and baggage carried by people moving in and out the premises*
  - Timeline that meets all the above 3 objectives will be given a full score of 10 points
  - Timeline that meets any 2 objectives will be given a full score of 06 points
  - Timeline that meets all the only 1 objective will be given a full score of 03 points



- No presentation of timelines will be given a score of zero (0) points

## Section 1.3: Allocation of Human Resource

### Important notes to the bidder:

The bid document must outline the proposed allocation of human resources that indicates how the bidder will deliver the scope of works from cradle to grave. The proposed allocation of human resources must include:

1. This sub-section will focus on how the bidder will allocate resources to the scope of work in alignment with the approach and methodology, that is, who will do what and when? How will the proposed allocation of human resources achieve the scope of work and the expected deliverables and outputs?
2. The bid submission must include a clear and detailed allocation of human resources that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference and the evaluation criteria.
3. The maximum points a bidder can score in this sub-section is **10 points**.
4. The allocation of human resources plan must address how the following team will be assigned to activities with clear deliverables:
  - a) *Operations Manager*
  - b) *Supervisor - PSIRA Grade B*
  - c) *20 x PSIRA Grade C/D Security Officers*
  - Allocation of Human resources that meets all 03 key personnel will be given a full score of 10 points
  - Allocation of Human resources that meets a minimum of 02 key personnel will be given a full score of 06 points
  - Allocation of Human resources that meets a minimum of 01 key personnel will be given a full score of 02 points
  - No Allocation of Human resources will be given a score of zero (0) point

## Section 1.4: Absorption process

### Important notes to the bidder:

1. This sub-section will focus on how the bidder will approach the scope of work, that is, the recruitment strategy on how the current security officials will be absorbed into their system
2. The maximum points a bidder can score in this sub-section is **05 points**.



- Absorption process in line with bid requirements = 5 points
- Average presentation of the absorption process = 03 points
- Basic presentation of the absorption process = 01 points
- None of the above is = 0 point

### **Section 1.5: Contingency plan**

#### **Important notes to the bidder:**

1. This sub-section will focus on how the bidder will approach the scope of work, that is, contingency plan that addresses all emergency requirements but not limited to strikes / labour unrest, absenteeism, disaster management, etc. =
2. The maximum points a bidder can score in this sub-section is 05 **points**
  - Contingency plan in line with bid requirements = 5 points
  - Average presentation of the contingency plan = 03 points
  - Basic presentation of the contingency plan = 01 points
  - None of the above is = 0 point

### **Section 1.6: Training Plan**

#### **Important notes to the bidder:**

1. This sub-section will focus on how the bidder will approach the scope of work, that is, training plan that presents well-defines training offerings, activities, training timeframes and accreditation
2. The maximum points a bidder can score in this sub-section is 05 **points**
  - Training Plan in line with bid requirements = 5 points
  - Average presentation of the training plan = 03 points
  - Basic presentation of the training plan = 01 points
  - None of the above is = 0 point



## SECTION 2: EXPERIENCE OF KEY PERSONNEL

### Important note for the bidder:

- 1) It is mandatory for the bidder to have key personnel in their team qualified in all areas of discipline groupings as stated below or the bidder will receive 0 points.
- 2) Thus, the key personnel must consist of collective expertise and qualifications in all areas measured or considered below.
- 3) Points will only be allocated once the bidder has demonstrated in the submission that the team has collective expertise and qualifications in the required area of discipline.
- 4) Points will be allocated per member of the team; thus, every area of specialty must be represented by a member in the team. No member will be measured twice in different specialties.
- 5) The project team must as a minimum consist of an Ops Manager, Security Supervisor and a minimum of 05 Security Officers.
- 6) The personnel as listed may not be changed for the project duration without notice to the Department. A detailed CV which clearly states the role of the personnel during the duration of the project, including originally certified copies of relevant qualifications and all other industry recognised certificates which certification is not older than 06 months for each of the human resources allocated to this project must be attached to the bidder's proposal. Together with the qualification's certificates, the bidder must submit CV that have contactable references, clearly stipulating the number of years of experience, failure to which points would not be allocated.
- 7) The following key personnel with a minimum of 3 years working experience. The following key personnel are a requirement:

***NB: Bidders should clearly indicate the Operations Manager or points will not be allocated***

- a) Operations Manager
- b) Supervisor - PSIRA Grade B
- c) 20 x PSIRA Grade C/D Security Officers

**1. Operations Manager – A minimum Diploma in Project Management/Security Management or higher and Valid PSIRA Certificate Grade A**

- 3 or more years' experience **(05 points)**
- Irrelevant Experience/ Less than 3 years' experience **(0 Point)**

20



|  |                  |
|--|------------------|
| <p><b>2. Supervisor – A minimum Diploma in Security Management – three (3) year qualification or higher and Valid PSIRA Certificate Grade B</b></p> <ul style="list-style-type: none"> <li>3 years and more experience <b>(05 points)</b></li> <li>Irrelevant Experience/ Less than 3 years' experience <b>(0 Point)</b></li> </ul>  |                  |
| <p><b>3. Minimum 20 Security Officers with a minimum of three (3) years relevant experience and Valid PSIRA Certificates Grade C/D.</b></p> <ul style="list-style-type: none"> <li>20 Security Officers + 5 or more years <b>(10 points)</b></li> <li>20 Security Officers + 3 year to less than 5 years <b>(03 points)</b></li> <li>20 Security Officers + Irrelevant Experience / Less than 3 years' experience <b>(0 Point)</b></li> </ul> <p><b>N.B Points will be calculated on an average basis for the 20 Security Officers</b></p>   |                  |
| <p><b>SECTION 3: EXPERIENCE OF THE SERVICE PROVIDER</b></p>  |                  |
| <p><b>Important notes to the bidder:</b></p> <ol style="list-style-type: none"> <li>Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years or currently active contracts.</li> <li>The appointment letter/ Contract / Purchase Order must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of completion), both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done. The corresponding documents read together must clearly specify the date that the scope of work was conducted.</li> <li>The Tenderer is required to provide details of previous work as contained in the Term of Reference.</li> <li>The maximum points a bidder can score in this section is 20 points</li> </ol> <p><i>In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.</i></p> <p><b>NB: Reference letters must be aligned to the security guarding services</b></p> <ul style="list-style-type: none"> <li>10 and above appointment letters and corresponding reference letters = 30 Points</li> <li>7 - 9 x appointment letter and corresponding reference letter = 25 Points</li> <li>4 - 6 x appointment letter and corresponding reference letter = 20 Points</li> <li>2 - 3 x appointment letter and corresponding reference letter = 10 Points</li> </ul> | <p><b>30</b></p> |





## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

|   |            |
|---|------------|
| <ul style="list-style-type: none"> <li>1 x appointment letter and corresponding reference letter = 05 Points</li> <li>Non submission / Letters that do not meet the set criteria/ Appointment letter/ Contract / Purchase Order not accompanied by corresponding references = 0 Points</li> </ul> |            |
| <b>TOTAL POINTS</b>   | <b>100</b> |
| <b>MINIMUM THRESHOLD</b>  | <b>70</b>  |

### 18.4 Stage 2B: Mandatory Site Visits

Any bidder who does not meet the minimum threshold of 25 points will be eliminated and will not be considered for the next stage of Pricing.

| Resources to be used daily as per specification  | Total point allocated |
|--|-----------------------|
| <p><b><u>Availability of a minimum plant/ resources / equipment</u></b></p> <ul style="list-style-type: none"> <li>3 x Patrol vehicles <b>(02 points)</b></li> <li>2 x Occurrence book <b>(01 points)</b></li> <li>5 x Torches <b>(01 points)</b></li> <li>5 x Two-way radios <b>(02 points)</b></li> <li>10 x Handheld metal detectors <b>(02 points)</b></li> <li>The availability of control room/s that conforms to standard security requirements to monitor alarm activations and dispense the tactical response vehicle/s <b>(10 points)</b> <ul style="list-style-type: none"> <li>Aircon (2 points)</li> <li>Monitoring screens (2 points)</li> <li>Two-way radio (2 points)</li> <li>Toilet (2 points)</li> <li>Access Control (2 points)</li> </ul> </li> <li>Availability of Uniform for all seasons (Summer and Winter, including combat uniform, Personnel Protective Clothing and Corporate uniform to be displayed) <b>(02 Points)</b></li> </ul> <p><b><i>NB: Proposed Vehicles: The vehicles demonstrated on the site visit shall need to match the documents submitted in the technical evaluation. The proposed lessor providing plant at the site visit needs to match with the details of leasing indicated in the technical Submission.</i></b></p> | <b>20 Points</b>      |



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

| Documentation - records, procedures on management and control of sites   |                  |
|--|------------------|
| <ul style="list-style-type: none"> <li>• <b>Staff personnel files (15 Points)</b><br/>Files to include all documents listed below <ol style="list-style-type: none"> <li>1) job advert (0.5 points)</li> <li>2) employment contract (0.5 points)</li> <li>3) leave forms (0.5 points)</li> <li>4) salary advice indicating proof of UIF contribution (0.5 points)</li> <li>5) ID Copies (0.5 points)</li> <li>6) proof of banking details (0.5 points)</li> <li>7) proof of physical address (0.5 points)</li> <li>8) Job description (0.5 points)</li> <li>9) Disciplinary code of conduct (0.5 points)</li> <li>10) induction checklist (0.5 points)</li> </ol> </li> </ul> <p><b>NB: The personnel Files must be submitted for the key personnel listed below:</b></p> <ol style="list-style-type: none"> <li>a) <i>Operations Manager (5 Points)</i></li> <li>b) <i>Supervisor - PSIRA Grade B or higher (5 Points)</i></li> <li>c) <i>20 x PSIRA Grade C/D or higher Security Officers - Points will be calculated on an average basis for the 05 Security Officers (5 Points)</i></li> </ol> <p>Database of additional staff/services on short notice to address short posting due to illness or absenteeism <b>(5 Points)</b></p> | <b>20 Points</b> |

### 18.5 Stage 3: Price and Preference Points

A preferential point system shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, and as defined in the Conditions of Tender in the tender document, read in conjunction with the Procurement Policy of Gauteng Department of Human Settlements. The preference procedure for the evaluation of responsive Tender offers shall be the 90/10 preference and specific goal system, being a maximum of 90 points for price and a maximum of 10 points for specific goals.





Specific Goals Points will be allocated as follows:

| <b>The specific goals allocated points in terms of this tender.</b><br><br>(51% or more on the ownership to claim a total points) | <b>Number of points allocated</b><br><b>(90/10 system)</b><br><br><b>(To be completed by the organ of state)</b> | <b>Number of points claimed.</b><br><b>(90/10 system)</b><br><br><b>(To be completed by the tenderer)</b> |
|---|--|---|
| Specific Goal – Black Ownership (Race)  | 02   |   |
| RDP Goals -Woman Equity   | 03   |   |
| RDP Goals -Youth  | 03   |   |
| RDP Goals -People living with Disability  | 02   |   |

**Bidders are required to submit documents as listed below as proof of ownership to score points on specific goals:**

**18.5.1 Race**

- Founding documentation of the company with which the ownership is listed.
- Valid B-BBEE certificate or sworn affidavit.
- a certified copy of the ID-document(s) of Director(s).

**18.5.2 Women Equity**

- Founding documentation of the company with which the ownership is listed.
- Valid B-BBEE certificate or sworn affidavit.
- a certified copy of the ID-document(s) of Director(s).

**18.5.3 People Living with Disabilities**

- Founding documentation of the company with which the ownership is listed.
- Valid B-BBEE certificate or sworn affidavit.
- A certified copy of the ID-document(s) of Director(s).
- A certified declaration from a medical doctor certifying the degree of disability

**18.5.4 Youth Equity**

- Founding documentation of the company with which the ownership is listed.
- Valid B-BBEE certificate or sworn affidavit.
- a certified copy of the ID-document(s) of Director(s).



## GAUTENG PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

**NB:** A valid B-BBEE Certificate (in case of JV a consolidated B-BBEE certificate) issued by a SANAS accredited verification.

**NB:** The above listed documents will be verified against CSD.

### 19. SUBMISSION OF BIDS

All submissions must be made as follows:

- The hard copy proposals must be submitted in 2 different sealed envelopes:
  - one (1) for proposal (technical response) and one for (1) pricing schedule.
- The submissions must be clearly marked with the description and the RFP number and submitted at 11 Diagonal Street, 17<sup>th</sup> Floor Reception, Newtown, Johannesburg.

### 20. DEPARTMENTAL RIGHT

The Department reserves the right to award the tender in its entirety to one successful bidder or to award individual units to various bidders.

### 21. REQUEST FOR CLARIFICATIONS

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time said in the tender data. **There will be a non- compulsory briefing session for this tender.**

### 22. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Mr Thinandavha Mudau at [Thinandavha.Mudau@gauteng.gov.za](mailto:Thinandavha.Mudau@gauteng.gov.za).

SCM related enquiries to be directed to [infogdhus.tenders@gpgonline.onmicrosoft.com](mailto:infogdhus.tenders@gpgonline.onmicrosoft.com) and copy Mr Mbuso Mazibuko @ [Mbuso.Mazibuko@gauteng.gov.za](mailto:Mbuso.Mazibuko@gauteng.gov.za). The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted



## SPECIAL CONDITIONS OF THE CONTRACT

| BID NUMBER      | HLA 4/2/4-2023/08  |
|-----------------|--|
| DESCRIPTION     | FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDER(S) FOR PHYSICAL GUARDING SERVICES TO BE PROVIDED FOR THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS, ITS REGIONAL OFFICES AND HOSTELS FOR A PERIOD OF THIRTY-SIX (36) MONTHS |
| CLOSING DATE    | 20 February 2024   |
| CLOSING TIME    | 11H00  |
| VALIDITY PERIOD | 120 DAYS   |

### 1. EVALUATION

Bids will be evaluated on functionality and in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulation. Bidders who does not meet a minimum functionality threshold as specified in the TORs will not be considered for inclusion in the pre-approved list of contractors.

#### 1.1 Functionality

The functionality contained in the Terms of References applies.

#### 1.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the department will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

### 2. REQUEST FOR CLARIFICATIONS

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. **There will be a non-compulsory briefing session for this tender. Attendance is highly recommended.**

### 3. NON - COMMITMENT

3.1 The department is not bound to accept any of the bids submitted.



## **GAUTENG PROVINCE**

**HUMAN SETTLEMENTS**  
REPUBLIC OF SOUTH AFRICA

- 3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- 3.3 The cost of preparing bids will not be reimbursed.

#### **4. REVIEW PROCESS**

- 4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.
- 4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

#### **5. LATE BIDS**

Bids received late shall not be considered and may be returned to the bidder if possible. A bid will be considered late if it is received one second after closing time or any time thereafter. The bid closing time is 11:00 am.

#### **6. GENERAL**

- 6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.
- 6.2 The department reserves the right not to appoint.
- 6.3 The appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.
- 6.4 The duration of the contract is for a period of 36 months from the date of appointment.
- 6.5 If the Service Provider(s) at any time does not comply with the Conditions of Contract or the site specifications, the Departments reserve the right to adjust payment pro rata in respect of short postings and/or services not rendered by the Service Provider(s). These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Contract
- 6.6 The relevant stipulations of the Public Finance Management Act 1 of 1999 ("the PFMA") i.e., Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.



**NOTE:** No deviation from, or breach or failure to follow any of the conditions, shall be considered to be a condonation, waiving or ratification of such deviation, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through the GDHS.

- 6.7 The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.
- 6.8 The contract may be terminated within a pre-determined period (by the department) should the Service Provider(s) no longer complies in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.
- 6.9 The contract may be terminated within a pre-determined period (by the department) should the Service Provider(s) not comply with all requirements and qualifications in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001, and if so, he/she/it immediately must notify the GDHS thereof; and remove any of his/her/its employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.
- 6.10 Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the GDHS shall have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.
- 6.11 The GDHS may increase or decrease the number of personnel and/or equipment, required with one month's written notice, if circumstances require such changes

## **7. REASONS FOR REJECTION**

- 7.1 The department reserves the right to return late bids as mentioned in section 5 above.
- 7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.
- 7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 7.5 The department may disregard any submission if that bidder, or any of its directors:
  - (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
  - (ii) Have committed proven fraud or any other improper conduct in relation to such system;



## **GAUTENG PROVINCE**

**HUMAN SETTLEMENTS**  
**REPUBLIC OF SOUTH AFRICA**

- 
- (iii) Have failed to perform on any previous contract and the proof thereof exists; and
  - (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

# **Annexure A**

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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



## **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 onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

#### **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied



by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

**25. Force  
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation Programme (NIP)**

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

