



ART06/2025

APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
National Treasury CSD No. (MAAA.....)	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

Tender Box Stage Door
Closing Date: 05 December 2025
Closing Time: 13:00 PM

ART 06/2025



GENERAL TENDER INFORMATION

COMPULSORY BRIEFING SESSION	:	Yes
DATE	:	21 November 2025
TIME	:	11:00 AM
VENUE	:	Artscape, Stage door
TENDER CLOSING DATE	:	05 December 2025 at 13:00 pm
TENDER SUBMISSION	:	Tender Box, Artscape Building 1-10 D.F. Malan Street, Stage Door, Cape Town



ART 06/2025

CONTENTS

SUPPLY CHAIN MANAGEMENT PACK

PART 1: PREFACE INFORMATION	<u>Page</u>
Bid Invitation (Standard Bid Document : SBD 1)	4
Bid Notice	6
Check List	8
 PART 2: TECHNICAL SPECIFICATION	
General	12
Terms of Reference (ToR)/Specification	14
Introduction	14
Evaluation Criteria	39
 PART 3: STANDARD BID DOCUMENTS	
(Forms to be completed by the bidder)	
• SBD3.1	44
• SBD4	45
• SBD6.1	48
• SBD8	53
• SBD9	55
 (To be initialed on each page)	
General Conditions of Contract	58
Annexure A	71



PREFACE INFORMATION

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ART 06/2025	CLOSING DATE:	05 December 2025	CLOSING TIME:	13:00 PM
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES AT ARTSCAPE AND EPPING PREMISES, FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX, ARTSCAPE BUILDING 1-10, D.F. MALAN STREET, STAGE DOOR, CAPE TOWN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NATASJA PIETERSEN		CONTACT PERSON	MANUEL BENANS	
TELEPHONE NUMBER	021 410 9835/9800		TELEPHONE NUMBER	021 410 9800	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	natasjap@artscape.co.za		E-MAIL ADDRESS	manuelb@artscape.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO					
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? YES NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION:

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

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.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



1. BID NOTICE

Bid Number: ART06/2025

Bid Description: APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES AT ARTSCAPE AND EPPING PREMISES, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Name of Institution: Artscape

Place where goods, to be delivered: Artscape Theatre Centre, D.F. Malan Street, Foreshore, Cape Town

Closing Date/Time: 05 December 2025 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9835 /9800

Email: natasjap@artscape.co.za

Technical Enquiries

Mr MANUEL BENANS

Tel number: 021 410 9800

Email: manuelb@artscape.co.za , cc natasjap@artscape.co.za

Where bids must be delivered:

Physical Address: Tender Box, Artscape Building 1-10, Stagedoor, D.F. Malan Street, Foreshore, Cape Town

The envelopes must be addressed to:

Artscape, Supply Chain Management and clearly marked “**APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES AT ARTSCAPE AND EPPING PREMISES, FOR A PERIOD OF THIRTY-SIX (36) MONTHS**”.

Bidder must provide two (2) hard copies, (one (1) original bid document and one (1) copy of the original bid document) and one (1) soft copy on a flash drive.

Tender No. ART 06/2025 with the Bidder’s name below. Bidders are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.



Where bid documents can be obtained:

Website: www.etenders.gov.za and <https://www.artscape.co.za/tenders/>

Or

Physical Address: Artscape Theatre Centre, D.F. Malan Street, Foreshore, Cape Town

This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za or Artscape's website at www.artscape.co.za free of charge. Alternatively, the bid documents may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those bidders that require a copy from Artscape rather than downloading from the website. Request for a printed bid document must be made in advance prior to collection.

Special Conditions:

Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the **80/20** scoring principle as provided for in the Preferential Procurement Regulations, 2022. The Bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax-compliant and is not a restricted supplier. www.csd.gov.za.

The bidder must complete all documents in full and submit these with the proposal.

2. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2		Tax clearance requirements	Submission of a valid original tax clearance certificate or TCS Pin	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Interest	To be completed in full	
5	SBD6.1	Preference points claim form	To be completed in full	
6	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Independent Bid Determination	To be completed in full	
8	TOR	Terms of reference/Specifications	To be read and applied	
9		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number starting with MAAA_____	
10	GCC	General Conditions of Contract	Initial each page	
11		B-BBEE status level verification certificate	Submit a valid original B-BBEE certificate or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below: Note 1	

12		Company registered with PSIRA as a security service provider	A valid PSIRA Certificate for the company to be submitted	
13		PSIRA Letter of good standing	A valid letter of good standing from PSIRA for the company to be submitted	
14		Company's director PSIRA registration certificate: Grade A	A valid copy to be submitted	
15		COIDA	Letter of Good Standing from the Department of Labour to be submitted	
16		National Bargaining Council for the Private Security Sector (NBCPSS)	Proof of registration or Copy of a valid NBCPSS certificate to be submitted	
17		Unemployment Insurance Fund (UIF)	Proof of registration with UIF to be submitted	
18		ICASA communication radio license	Copy of valid ICASA communication radio license to be submitted	
19		Security Association of South Africa (SASA)	Proof of membership with SASA to be submitted	
20		Firearm License/s	Copy of a valid firearm license/s for the Company to be submitted	
21		Company Profile	To be submitted with Bid Invitation	
22		Western Cape based Security operational office	Office should be within a radius of 60 km from the Artscape premises	



23		K9 services	Copy of Dog handler qualification to be submitted	
24		K9 services	License to use Animals for Safeguarding, as per Performing Animals Protection Act, 2016 (Act No.4 of 2016)	
25		Tactical response unit	Provide proof of availability of a Tactical response unit	
26		Proposal and Price NB. Technical Threshold – 70%	To be compiled and submitted in line with the requirements of the Terms of Reference	
27		Standard Bid Documents (SBDs)	One (1) original plus, one (1) copy and an electronic copy (USB) of bid proposals and responses.	



Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating level 3 or better to be submitted.
 - a) Trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - b) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
2. Checklist to be completed and attached to the proposal.
3. Incomplete documents will be regarded as non-responsive.
4. All forms to be completed in black ink.
5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initiating the change.
6. No late quotations / bids will be accepted.
7. Artscape reserves the right to award or not award the bid, or to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....
.....
NAME:
TITLE:
DATE:



3. GENERAL

Artscape requires the Security Services as described in the bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

1. The conditions contained in the attached document apply.
2. The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope.
3. Bids submitted per post must be sent per registered mail. The Bid must still reach this office before the closing date and time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid.
4. The closing date and time of the bid is clearly stated on the SBD1 form.
5. The attached forms, if completed in detail and returned will form part of your bid process.
6. Bidders must submit one (1) original plus, one (1) copy and an electronic copy (USB) of bid proposals and responses.

4. TENDER FORMAT

Tender numbering format must be adhered to. Compliance or non-compliance with detailed information must be indicated per paragraph as per numbering format. If there are additional and/or alternative product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of Artscape.

5. VALIDITY PERIOD

The proposal must remain valid for a period of 150 days.

6. CONTRACTUAL IMPLICATIONS

After awarding the bid, this proposal together with its bidder's terms, conditions and scope of works will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility. Artscape has the right not to award the tender.



7. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

Directive on conducting business with an organ of state, issued by the Minister for the Public Service and Administration, which took effect on the 1st of April 2024 states that an award may not be made to a person who is in the service of the state.

8. AWARDING OF CONTRACT

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of the Artscape Theatre Centre, to one or more concerns on a non-exclusive basis.

Proposals/bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. Artscape may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Artscape may also request a demonstration, and bidders must comply with such a request within 24 hours.



TECHNICAL SPECIFICATION – TERMS OF REFERENCE (ToR)

1. DEFINITIONS

The following definitions supplement those contained in the general conditions:

“Security Service Provider” means the company appointed to execute the contract

“Site Security Manager” means the individual who has been properly authorized and designated by the Security Service Provider.

“Client” means Artscape.

“Project Manager” means the individual who has been properly authorized to overall manage the security contract and designated by the Security Service Provider.

“Working Hours” means those hours as defined by Artscape.

2. INTRODUCTION

Artscape Theatre, Cape Town, invites suitably qualified security service providers to submit tenders for the appointment of a professional security service provider to render physical security guarding services at Artscape and Epping premises, for a period of thirty-six (36) months. Thirteen (13) day shift security officials, thirteen (13) night shift security officials and a K9 service should be included. Security Services to be rendered to Artscape premises at the Artscape Theatre Centre in Cape Town Foreshore, as well as at the Decor stores at Epping Industria, at 2 Losack Avenue at Epping, inclusive of all public holidays and weekends.

The Successful bidder should have a Western Cape based Security operational office within a radius of 60 km from the Artscape and Epping premises, which will be inspected by the client representatives, prior to the awarding of the contract.

2.1 Preamble

Artscape intends to appoint a reputable and experienced Service Provider to take overall responsibility of physical security guarding services at the Artscape Theatre Centre premises in Cape Town and Décor Studio in Epping, Cape Town. You are invited to submit a bid as per the scope of works outlined in this document.

2.2 Background to Artscape

Artscape is a facilitator of stage performances, community arts activities, training programmes, as well as audience development activities to sustain all forms of the performing arts.



The theatre complex comprises two major wings, the “Opera” and “Theatre” wings, five floors high. The building houses the theatre venues described above, offices, rehearsal rooms, storerooms, maintenance workshops, staff restaurant, large foyer spaces, public restaurant, conference rooms and Fine Music Radio Studios. It is home to community arts programmes and houses the major independent performing arts companies in the Western Cape including Cape Town Opera, Cape Philharmonic Orchestra, Jazzart Contemporary Dance Company, Cape Town City Ballet, and Unmute Dance Company, most of which have their offices within the complex. In addition, Fine Music Radio has their broadcasting station within the Theatre Centre.

In terms of the Cultural Institutions Act, 1998, Artscape’s role is clearly defined as an institution to advance, promote, and preserve the performing arts in South Africa, predominantly in the Western Cape.

2.4 Purpose

Artscape invites suitably qualified, professional and experienced service providers to provide physical security guarding services for a period of thirty-six (36) months commencing from 01 April 2026 until 31 March 2029.

3 SCOPE OF WORK

The duties covered by this specification covers the provision of a 24-hour professional security services to the Artscape Centre at Cape Town Foreshore as well as the Décor stores at Epping Industria for a period of thirty-six (36) months. The calibre of personnel required is detailed in section five (5), Extent of Service, of this document.

The tender calls for the provision of thirteen (13) Day Shift Security Officials and thirteen (13) Night Shift Security Officials, inclusive of all public holidays and weekends.

- Provide appropriately equipped and well-trained certified and/or licensed security personnel at the location specified in this specification for the protection of the Clients’ employees, the general public, assets and properties.
- Ensure that the security personnel carry out the primary duty of safeguarding the Clients’ employees, the general public, assets and the property properly. The Security Service Provider shall provide all labour, supervision, material and equipment necessary to perform and complete the service in all respects in accordance with the contract documents. All services shall comply with the Clients’ special requirements arising out of the specific requirement of the complex.

The Security Service Provider must furnish the Client with its Standards of Conduct that the security personnel will abide by.

The Security Service Provider shall not be entitled to be paid or reimbursed by the Client for any service or any other labour, supervision, material or equipment that is in excess of the scope of service. Any unauthorised



extra services furnished by Security Service Provider except in accordance with the agreement will be provided at the Security Service Provider's sole cost and expenses and, to the fullest extent possible under applicable law, the Security Service Provider waives any claim for unjust enrichment of the Client arising out of any such extra services.

The Security Service Provider shall provide throughout the term of the contract to the Client such response, co-ordinating and monitoring services as may be required to effectively deliver the Security Services, which shall include but not be limited to:

- The monitoring and auditing of the quality of Services provided by the Security Service Provider, including but not limited to both scheduled and unscheduled on-site inspections, surveys of Client Representative satisfaction, and communications with Client Representatives following reports of failures or insufficiencies in the delivery of services. The foregoing shall include review of incident and other reports and communication with designated representatives regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost saving (while preserving the integrity of security services) and improvement of safety procedures.
- All changes, modification, deletions or additions to the Services that will result in any change must be requested and approved in writing by the Client prior to any such change, modification, deletion or addition.
- Upon termination of this Agreement, the Security Service Provider shall co-operate with the Client in transferring all documents, books, records and other property in the Security Service Provider's possession or control, as may be reasonably designated in writing and in otherwise providing for the ordinary and professional change in performance of services.

4 HOURS OF DUTY

All security officers will report to work on time and for the shift as designated per site instruction.

5 EXTENT OF SERVICE

The tender calls for the provision of thirteen (13) Day Shift Security Officials and thirteen (13) Night Shift Security Officials, inclusive of public holidays and weekends.

BREAKDOWN:

No.	Qty	Personnel	Officer Grade	Day Shift	Night Shift
1.	1X	Site Security Manager	Grade A	(Flexible hours Mon-day-Friday) 8 hours	
2.	1X	Shift Supervisor	Grade B	12 hours	12 hours
3.	1X	Main Reception (Stage Door)	Grade C	12 hours	12 hours
4.	1X	Control Room Operator	Grade C	12 hours	12 hours
5.	1X	Box Office	Grade C	12 hours	12 hours
6.	1X	Arena	Grade C	12 hours	12 hours
7.	1X	Marble Foyer	Grade C	12 hours	12 hours
8.	1X	Theatre Foyer	Grade C	12 hours	12 hours
9.	1X	Main gate	Grade C	12 hours	12 hours
10.	1X	Tunnel gate	Grade C	12 hours	12 hours
11.	1X	Founders Garden (Note that the guard will be re assigned as required)	Grade C	12 hours	12 hours
12.	1X	Assistant Supervisor	Grade C	12 hours	12 hours
13.	1X	Epping Premises, (X1 K9 Service)	Grade C Dog Handler	12 hours	
14.	2X	Epping Premises, (X1 K9 Service)	Grade C Dog Handler		12 hours



Date:	
Name:	
Designation:	
Signature:	

The Security Staff are to be responsible for the following:

- Performing Continuous Patrols of the Artscape Theatre Perimeter.
- Performing Continuous Patrols of the Interior / Exterior of the Artscape Theatre.
- Effective Staff, Artist and Visitor Management Skills.
- Effective Car Park Management Skills.
- Providing Escorting Services to Staff, Artist, Patrons and Visitors, as required.
- Effective Communication Skills.

As the Security Services are required to be provided on a 24-hour basis, sufficient personnel must be available to protect all these locations on a shift basis, and the relevant personnel must be specifically trained and allocated to this particular project.

Please note the security services are not limited to the above requirements only, as the Client representative has the right to change or add to the task list at any given time.

6. DUTIES OF STAFF

In addition to the general duties as set out in this document, it will be expected of the security staff that they be specifically trained to operate the following security systems already in place on the premises:

- CCTV system
- Bio metric Access Control System
- Fire Safety Equipment
- Public Address System (Evacuation System)
- Panic Buttons Responses



7. SERVICES TO BE PROVIDED

The services to be provided are armed, when required, (certificate of firearm must be attached for both company and security officer) and unarmed security services at Artscape/ Epping owned premises and their associated parking structures and buildings as defined in more detail hereunder.

K9 Services at Epping is required on a 24-hour basis, to ensure effective security support to the security personnel.

The Security Service Provider shall provide whatever is reasonably necessary to protect the Clients' employees, the general public, assets and all properties.

These services include standing security posts, roving security patrols, monitoring infrastructures, and carrying out such other basic security tasks and requirement by individual properties per property-specific post orders.

The Security Service Provider shall be responsible for the following at each location where its services are used by the Client:

- Maintain discipline, excellent appearance, professional demeanour, integrity and attention to duty among all security personnel.
- Require security personnel to enforce the Client and the Security Service Provider's security policies, procedures, and instructions. Security personnel shall perform all duties in accordance with oral or written instructions provided by appropriate Client personnel. Security Personnel shall read and become familiar with all local government security policies and procedures, to include emergency evacuation procedures. Security Personnel shall contact the on-call Client personnel if situations arise that the Security Personnel do not know how to handle.
- Develop clear laminated site-specific instructions and post orders within 30 days from the start date.
- Site-specific instructions and post orders must be approved by the Client prior to distribution.
- Furnish trained and qualified unarmed or armed security personnel in sufficient number to provide Security Services as requested by the Client. This security service will be continuous, regardless of weather, disaster, or threatened or actual organised labour action. These Security Services provided will include, but not be limited to, the following:
 1. Administering the Clients' site security procedures and post orders.
 2. Proper Access control of persons, vehicles, and other property.
 3. Quality Site Surveillance (by CCTV, foot or vehicle).
 4. Clear Identifying and reporting of security and safety violations.



5. Maintaining files for security-related documentation.
6. Assisting Client personnel in all emergency situations.
7. Ensuring that prompt action is taken to prevent or minimise losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Personnel shall take appropriate action on any breaches of security, suspicious activity, or safety hazards in notifications in accordance with local Law Enforcement, Occupational Health and Safety Act requirements.
8. Support Artscape Management in implementing a comprehensive and well-tested fire safety programme across the site.
9. Effective operating of the security console, security system, lift system, fire and life safety system, and other safety devices installed and maintained by the Client.
10. Monitor alarms, surveillance screens, and recording devices; monitor the fire alarm system and respond to any alarm sites, communicate findings to the Security Manager to determine if the situation warrants contacting the SAPS or Fire Department.
11. Restrict any personnel from entering the Control Room. Only authorised personnel allowed inside the CCTV department.
12. Establish and maintain radio and/or cellular phone contact with the Client. Regular Client interaction on a daily basis.
13. Monitor unusual occurrences in and about the premises, and maintain an awareness of special activities taking place throughout the building and property.
14. Conduct random walking patrols at least two (2) times every hour throughout the building (including interior stair wells) grounds and parking lots, being alert for suspicious persons, suspicious parcels, personal and State property exposed to theft, and safety concerns. The Security Personnel shall vary the rounds so as not to be predictable in the arrival times or the time spent at each location.
15. Follow written instructions that outline specific activities and conduct of officers. These instructions will clarify and identify agents of the Client that have authority to direct contract security employees.
16. Maintain site-specific instructions and post information at the security station.

The Client as notified by the Security Service Provider shall maintain a duty roster of all Security employees. The Security Service Provider shall ensure all Personnel display a photo I.D. when working any hours on site. Any



person or persons reporting for work and identifying themselves as someone other than a person whose name is contained in this official Security Personnel duty roster shall be denied access to the building and reported to the proper authorities.

Security Officer on duty must be able to respond to any request within a maximum of five minutes.

Security Personnel shall be available as required for special events, and unexpected security needs.

8. STAFF UNIFORM

Security personnel working under the contract shall report to work in neatly branded security uniforms provided by the Security Service Provider. The uniform shall be neat, clean, pressed and present a professional appearance. Shoes shall be shone in a satisfactory manner. Security Personnel reporting to work with a uniform that does not meet this standard will be re-quired to change before reporting to work and the security service provider shall provide an immediate suitable replacement, as necessary, to avoid any lapse in coverage.

9. STAFF IDENTIFICATION

The Service Provider must supply each employee with a photo identification card. The card must have amongst other the following information:

- The name of the Security Service Provider
- Name and Surname of the employee
- Private Security Industry Regulation Authority Number (PSIRA)

It will be the responsibility of the Security Service Provider to ensure that all security personnel on site, always display their identity cards in such a way as to be fully visible. Subject to the foregoing, staff failing to display their identification tags maybe removed from the site.

10. ELIGIBILITY CRITERIA

All Security Personnel and Site Security Manager employed by the Security Service Provider at Artscape are required to meet the following requirements:

- I. The Security Service Provider must be registered with the Private Security Industry Regulatory Authority (PSIRA) to perform security services
- II. Each Security Officer utilized shall have the necessary training and be registered with PSIRA. All security officers must have a valid PSIRA registration card in their possession whilst on duty.
- III. Security Personnel must have passed the required PSIRA grading course, on the required grading, as per the Entity. Security Personnel shall be physically qualified and competent to perform all Security



related duties and have undergone an up-to-date medical evaluation.

- IV. Proper Security and SAPS Clearance shall be made of all Security Personnel used by the Security Service Provider, a copy of which will be provided to the Client before all Security Personnel be allowed to work at the Security Contract. The Client reserves the right to reject any proposed Security Personnel based on background check information.
- V. It is the responsibility of the service provider to obtain a positive recommendation on the criminal background checks of all employees assigned to the site. The service provider must submit the criminal background status of all on-site employees to the Entity prior to commencement of contract.

11. HIRING STANDARDS AND POLICIES

11.1 Minimum Hiring Standards:

- I. The Security Service Provider's security officers shall meet or exceed the minimum standards as requested before assignment to the premises:
 - Valid South African Identification Document
 - Successfully pass security clearance test for the city, country, SAPS
 - Complete all required training courses as mandated by the Private Security Industry Regulatory Authority (PSIRA)
 - Meet all Security Grade requirements prior to placement at Clients' premises
- II. The Security Service Provider's Site Security Manager, Shift Supervisor and Security Personnel must be computer literate and able to read, write, speak and understand English clearly. Preferably, Security Personnel must be articulated, in two of the three official languages English, IsiXhosa and or Afrikaans.
- III. Comprehend oral and written instructions, procedures, and materials.
- IV. Be physically able to accomplish various tasks that must be performed, including but not limited to quickly ascending and descending multiple flights of stairs and lifting weights of at least 20 Kilograms.
- V. Possess a well-developed level of maturity as necessary for professional interaction. Always treat a person with dignity and respect.
- VI. Present a neat, clean, and well-groomed appearance while providing services. Security Officers not to mix their Uniform with civilian clothing, while at Clients' premises.

11.2 Policy: Drug, Alcohol, and Other Contraband

- I. The use, possession, or transfer of illegal drugs, controlled substances (including medications without valid



prescription), simulate (look-alike) drugs, drug paraphernalia, alcohol, firearms, explosives, and other weapons on owner's premises is strictly forbidden at all times. The Security Service Provider will be required to comply with and enforce this policy, with respect to their employees, as part of employment.

- II. The Security Service Provider must have a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items in form and content acceptable to the Client. The Security Service Provider shall ensure that copies of said policy are provided to all security officers.
- III. The Client reserves the right to conduct reasonable searches of security officers, including privately owned vehicles, while on the property at any time, if permissible under applicable local laws.
- IV. The Security Service Provider shall be solely responsible for ensuring that employees assigned to the building have been informed of and understand this policy and shall monitor compliance with said policy as provided above.
- V. The Security Service Provider shall conduct a drug/urinalysis test on personnel prior to assignment to the building. Results of such testing will be provided to the Client. Personnel who return a positive test on a drug screen shall not be assigned to the building.
- VI. Security officers found in violation of this policy will be immediately relieved on duty. The Security Service Provider and local authorities will be notified.

12 STAFFING

12.1 Staffing Requirements:

- I. Staffing shall be in accordance with the facilities list which will be provided by the Client. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Security Service Provider shall be solely responsible and liable for filling these positions.
- II. Advanced notification is required of any Security Officer taking approved leave time and the Security Service Provider must provide information as to who the replacement Security Officer will be. The Security Service Provider shall not be compensated for any additional services performed unless approved and authorized under separate agreement by the Client. The Security Service Provider shall make Security Personnel available to the Client, based on established scheduled hours for the proposed length of the Contract. The Client shall not provide payment for overtime unless requested/authorized in writing by the Client.
- III. The Security Service Provider shall submit job descriptions for all positions to be approved by the Client.



12.2 Utility/Reinforcement Staff:

- I. The Security Service Provider shall maintain and show evidence of available utility/reinforcement officers and supervisors ready to assist the Client immediately in the event of flood, fire, natural/manmade disaster, or any other emergency.
- II. The Security Service Provider shall supply the Client with notification of any changes to the master schedule or vacation schedules no less than Fourteen (14) days in advance. Prior to any officer being assigned to a building, whether as a permanent employee or temporary replacement, the Security Service Provider shall certify that all the requirements of this Agreement have been met.
- III. The Client reserves the right to interview all new employees prior to placement. It is understood that the Security Service Provider will maintain a group of substitute/alternate officers trained on the Clients' building for assignment as required. The Security Service Provider shall supply an updated list of trained officers on a quarterly basis or as needed. The Security Service Provider shall provide coverage of additional shifts of special requests at standard hourly billing rates.

12.3 Security Officer Turnover Rate and Re-Staffing Requirements:

- I. The Client and Security Service Provider agree that officer turnover rates are of primary concern to the Client. The Client and Security Service Provider agree to employ a continuous effort to achieve below industry standard turnover rates.
- II. Turnover shall mean the number of security officers hired to replace those leaving and dropped from Security Service Provider's work force. Turnover rates shall include Security Officers who willingly leave the company, are dropped from the work force, or are dismissed but not to include personnel changes at the Clients' request.
- III. Turnover rates will be calculated on an annual basis starting on the contract commencement date and ending the day before the one-year anniversary date. This schedule will be followed annually until contract expiration. A turnover rate in excess of the industry standard could constitute cause for contract termination.
- IV. The Client reserves the right to reject any employee of the Security Service Provider who is deemed as not yet competent.
- V. The Security Service Provider shall not be compensated for overtime paid to contract employees called in the re-staff vacated shifts that do not have a permanent officer stationed for any reason.

12.4 Coverage

In the event there is no security officer available for any shifts, the Security Service Provider will make



sure that a security qualified person covers the required shift.

12.5 Limitation on Man-hours

No Security Officer shall work more than twelve (12) consecutive hours, in any twenty-four (24) hour period. This limitation may be waived by the Client in emergency situations that are beyond the control of the Security Service Provider. The Security Service Provider must notify the Client and Supply Chain Management about any emergency as it occurs and request a waiver for each occurrence.

12.6 Officer rotation

The Client reserves the right to require the transfer or rotation of any or all Security Officers at time intervals specified by the Client.

12.7 Shift relief

Security Officers may not leave assigned posts at any time during or at the end of a shift, unless specifically authorized by the Client. Security Officers may not leave Artscape premises at any time during the shift. Security Officers shall bring their necessary meals for consumption on the premises.



12.8 Supervision

The Security Service Provider shall provide an assigned Contract Manager to assure adequate supervision of all contract personnel. The Contract Manager has to earn his position with proven performance records and may be interviewed by The Client prior to assignment. The Contract Security Manager's duties shall include, but not be limited to, the following:

1. Interview and approved all newly hired staff for The Clients' property portfolio.
2. Oversee creation and quarterly updates of the building fire /Disaster Plans and Building Post Orders.
3. Ensure security personnel maintain contract compliance (i.e., training, licenses, certification, etc.)
4. Facilitate effective communication with on-site Client Representatives and security officers.
5. Recommend additional staffing.
6. Meeting with Client on a daily basis.
7. Submit Daily / Weekly and Monthly Reports.
8. Onsite Training and evaluation of Security Staff.
9. Assist with Health and Safety Inductions.
10. Investigate and submit Reports of all Incidents.
11. Assist with compiling of Monthly Audits.

12.9 Inspections

The Security Service Provider shall:

1. Provide a salaried manager who will conduct regular, unannounced inspections to ensure Security Officers compliance with all established regulations. Inspections will consist of not less than one visit per shift each week. It must be documented as required.
2. Have frequent, documented unannounced inspections day and night by senior regional management personnel, including branch managers, and periodic inspections by regional managers and corporate compliance officers.
3. Submit documented reports on all inspections to corporate headquarters and the Contract Manager to ensure continued supervision of each account.
4. Utilize site inspections as time for further training. Training properly recorded for reference.



13 TRAINING

a. SECURITY PERSONNEL TRAINING

13.1 The successful bidder shall, before the effective date of the contract, provide proof of certification of all security personnel that will be utilized on this contract, as Grade A, B, and C.

13.2 The successful bidder shall be responsible for all costs incurred in the training of security officers.

b. Training Co-ordinator

The Security Service Provider shall provide a designated Training Co-ordinator for the Clients' property portfolio to assure adequate training is conducted for all security personnel. The Training Co-ordinator position may be held by a branch trainer or account manager as appropriate to the portfolio size. All training will be at the sole cost and expense of the co-ordinator. The Training Co-ordinator is also responsible for the following:

1. Train all staff in the Clients' initiatives, customer service, code of conduct etc.
2. Co-ordinate staff training in CPR, First Aid, Blood Borne Pathogens, Hazardous Materials, as required.
3. Co-ordinate and facilitate staff development, licenses, permits, certifications, etc.
4. Administer monthly quizzes for security officers re-train any officer who fails at contractor's expenses.
5. Train staff in appropriate actions to take related to violence in the workplace.
6. Copies of all lesson plans and training records will be provided to the Contract Manager.

13.3 Mandatory Officer Training

The Security Service Provider, at their expense, shall ensure that newly assigned officers are trained in the following areas:

- Site Patrol and observation techniques
- Report writing, communication skills.
- Customer service and public relations
- Fire safety and prevention
- First Aid level two (2)
- Bomb Recognition
- Conflict management



- Interpersonal skills
- Incident investigation
- Crime prevention
- Handling threatening/hostile individuals
- Computer literacy and CCTV Training
- Emergency Call Procedures
- Compiling employee log sheets to log the inspections and observations of internal and external patrols
- Operation of a two-way radio with ear and mouthpiece, cellular telephone or other device, to be able to properly communicate to the Control Room, fellow colleagues and general public, etc.
- Procedures for identifying and handling suspicious parcels
- Procedures for identifying and safety responding to bio-medical hazards
- Crowd Control Training
- Public Relations Training
- Emergency Evacuation Training
- First Aid and Fire Training
- Conflict Handling Training

Prior to assignment of duty as a security officer at the Clients' Property, each security officer shall complete adequate orientation and basic security training related to site specific issues. These are to be conducted by the Security Service Provider at the premises. Each trainee must be tested. Test and results shall be provided, prior to employment at Clients' premises. Original records of site specific training and test results will be maintained by the Security Service Provider. All training and testing will be at the sole cost and expense of the Security Service Provider.

The Clients' premises shall not be used as a training site for Security Service Provider personnel destined for assignment at other sites.

13.4 Certifications

All security personnel shall meet local licensing requirements. Copies of licenses and certifications must be provided to the Client upon receipt.



All Security Officers to have the required Grades with Accreditation.

No Security Officer to be employed without the updated Accreditation.

14 EQUIPMENT

Communication Equipment

The Security Service Provider shall provide each Security Personnel with a reliable communication device and all necessary communication equipment such as earpieces, mouth pieces etc. to perform their duties. This will include but not be limited to a two-way radio including ear and mouthpiece, and cellular telephone with long distance call out capacity. Actual cost for voice lines shall be to the Security Service Provider's expenses.

One two-way radio including ear and mouthpiece, is to be assigned to the Client and (1) cellular phone, Laptop, 3G Card to the Service Provider's Representative (Site Manager), for offsite effective usage also.

A Site Base Radio should be part of the onsite required communication system, to ensure effective two-way radio communication.



To provide all equipment but not limited to the following:

Equipment for the Site Manager
Company Cell phone
Laptop/PC
3G modem
Two-way radio including ear and mouthpiece

Equipment per Security Officer
Hand cuffs
Pepper spray
Panic button
Torches/flashlight
Pocket book
Two-way radio including ear and mouthpiece

General Equipment	Qty
Rover Patrol System	10 Points
Radio base station	1

Date:	
Signature:	
Name:	
Designation:	

NB: A list of overhead costs must be provided by the bidder, as part of the tender document. The above must be listed under overhead costs and charged under overheads on the pricing schedule (Annexure A).



15 REGISTERS

15.1 Client furnished registers

The Security Service Provider shall maintain the following registers on behalf of the Client

- Vehicle register
- Visitors register
- Key Register
- Contractor register
- Staff sign in register

15.2 Service Provider furnished registers

(All registers and pocketbooks mentioned must be provided for a period of Thirty-Six (36) months)

- Occurrence Book (OB)
- Pocket books for security officers
- Visitors slip register

16 CLIENT FURNISHED ITEMS

The Client shall provide the following materials and equipment to the Security Service Provider at no cost, for use in fulfilling the obligations of this contract:

- I. An on-call contact list for each building
- II. Emergency call procedures

Keys and access cards required for site entry will be issued to designated Security Officers. The Security Service Provider is responsible for the safekeeping and proper maintenance of these items. Any lost keys or access cards will be documented, and replacements will be issued at the Security Service Provider's expense.

The Security Service Provider shall assume full responsibility for all equipment issued by the Client for the sole purpose of executing the duties outlined in this agreement. In the event of loss, damage, theft or any other form of unavailability, the Security Service Provider shall reimburse the Client at current market value. Upon termination of the contract, all equipment must be returned in good working condition, subject to reasonable wear and tear.

17 KEY CONTROLL

Private calls will be charged to the Security Service Provider. All business calls should be recorded and signed off on a monthly basis by the Security Site Manager and then handed to the client.



18 SECURITY OFFICE/ SECURITY CHANGE ROOM

The Client shall make suitable workspace available to the Security Service Provider at Artscape and Epping. The client shall furthermore make available a suitable locker/room to the security guards.

19 SERVICE PROVIDER FURNISHED ITEMS

19.1 Procedures

The Security Service Provider shall provide all necessary documents required to perform services to the Security Personnel, within ten days after the Contract's effective date.

20 REPORTING PROCEDURES

The Security Service Provider shall provide the Client with written reports relating to key performance indicators and other matters in such form (including but not limited to electronically transmitted spreadsheet formats or otherwise) as may be reasonably agreed upon from time to time and at such frequency as required by the Client from time to time, including but not limited to cost minimization activities, service exception reports, satisfaction and performance surveys, Periodic Service requests and monthly call centre logs (with issue status reports).

On a quarterly basis the Security Service Provider shall provide a spreadsheet to the Client, listing the name and ID number (or other unique identifier) of each employee assigned to the property, indicating the location of deployment. As part of the Security Service Provider's hiring process, they shall be responsible for screening prospective employees. Such certifications shall be noted on the quarterly reports and shall be available to the Client immediately upon request.

Any unusual events will be summarized briefly in the occurrence book maintained at the site for identification of the principals later if further investigation is needed.

An extraordinary single incident report must be completed when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security Guards should consult with Contract Supervisors to determine when a special report may be required. Any incident that requires an extraordinary Single Incident Report will also be verbally reported to the Site Security Manager immediately after the incident occurs.

Written monthly reports for the Client detailing the previous month's security-related activity and crime incidents that occurred at each post shall be submitted. Specific tables, charts, summaries, etc shall be included in these reports.

A detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to this Contract shall be provided.

A log of all significant events that take place during the shifts shall be maintained. Each shift shall start with a new



log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety of building maintenance events, the time that they occurred and the corrective actions that were taken.

The Security Service Provider shall issue monthly and quarterly reports to the Client detailing a professional observation of current security practices. Any recommendations will be considered, at the discretion of the Client.

In the case of any action or unusual incident, the Client and Contract Manager shall be notified and the incident must be recorded in the Security Occurrence Book.

Each Security Officer shall sign on and off duty in the Security Register at each shift.

The Security Activity Reports will be copied and sent to the Client and Supply Chain Management.

21 PAYMENT

Payment shall be made on a monthly basis, at the end of each month, for work previously performed and upon proper invoicing and accepted reporting. Artscape has the right to withhold any payment due to short staffing of security officials or where the monthly security services standards were not met.

22 TAXES AND LEVIES

Bidder must include Value Added Tax (VAT) in the tender price.

23 ANNUAL ESCALATION

Annual escalation must be indicated.

24 INSURANCE

Promptly after awarding the Contract and before performing any inspections the Security Service Provider shall issue proof of insurance to the Client. The Security Service Provider shall, at its own expense, secure and maintain the insurance coverage required by law and by the general conditions, as modified by this section.

Insurance coverage shall include:

1. The Security Service Provider shall secure Public Liability Cover
2. Personal Injury Liability;
3. False arrest, detention and imprisonment, or malicious prosecution
4. Assault and Battery offenses;
5. Third party theft from Clients;



6. Comprehensive Automobile Liability – The policy shall provide bodily injury and properly damaged liability insurance for all owned, hired and non-owned automobiles used by the Contractor in its operations.
7. All required policies shall provide for ninety (90) days prior written notice to the Client of cancellation of any coverage. At The Clients' request, the Security Service Provider shall provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days before the expiration or termination of any insurance.

25 SECURITY OFFICE

The Client shall make a suitable workspace available to the Security Service Provider at Artscape and Epping.



ARTSCAPE

SPECIFICATION FOR THE APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES AT ARTSCAPE AND EPPING PREMISES, FOR A PERIOD OF THIRTY-SIX (36) MONTHS:

INFORMATION SCHEDULE

1. This schedule is to be completed in full by the bidder.

Name of Tenderer			
Street Address:			
Postal Address:			
Phone number		Fax	
e-mail address			
Company PSIRA Registration Number:			
Company type (CC/Limited Company etc)			
Company registration Number:			
Does your company operate a 24-hour security call Centre?	Y	N	
Provide contact telephone number details			
Provide contact telephone e-mail address			



Name of Proposed Project Manager:	
PSIRA Registration No	
Grade	

Name of Proposed Contract Supervisor:	
PSIRA Registration No	
Grade	

Name of Proposed Operations Manager:	
PSIRA Registration No	
Grade	

Names of other key staff members who will be appointed to the Artscape project in the event of the contract being awarded:		
Name	PSIRA Registration No	Grade



Number of staff in total in the company:	
--	--

	Grade A	Grade B	Grade C	Lower/Non-Graded
Management				
Supervisory				
Guards				
Administration				

Rate for provision of additional staff for special shifts		
GRADE A	GRADE B	GRADE C

Have background checks been made of all these staff members mentioned above? (Copies to be provided on request)	Y	N
Have SAPS security checks been carried out for these members? (Copies to be provided on request)	Y	N
Are details of Company policy and testing programme on drug and alcohol testing attached?	Y	N
Have all staff members nominated for this project passed the necessary literacy tests?	Y	N
Bidder to confirm that the following documents have been submitted with this tender:		
Standards of conduct with which personnel will comply	Y	N
List of references	Y	N
List of current sites that are provided with security staff by the bidder	Y	N



3.2 Provide a detailed annual breakdown pricing schedule, for the thirty-six (36) month period of contract.

Signature of authorised person in the organisation:

Name and Surname (*please print*):

Date:

EVALUATION CRITERIA

1. EVALUATION OF BIDDERS RESPONSE

Other than the criteria set below, the bidder must demonstrate that he/she complies fully with the technical requirements as per the specification.

All bid offers received must be evaluated based on the following criteria,

1. Gate 0 – Submission of Standard Bid Documents (SBDs)
2. Gate I – Administrative Requirements/Compliance and Mandatory requirement
3. Gate II – Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality)
4. Gate III – Price and preference points system as specified in the Preferential Procurement Regulations of 2022

2. FUNCTIONALITY CRITERIA

Functionality Evaluation Criteria Item:

(Gate 1)	
	Administrative Requirements/Compliance
1 A.	It will be ascertained whether bids: a) Include original tax Clearance certificates or TCS Pin b) All standard bidding documents have been properly completed and signed off (SBD1, SBD 3.1, SBD 4, SBD 6.1, SBD 8 and SBD9), and c) Technical Proposal Note: Non-compliance with the Administrative requirements may render the bid non-responsive and may result in disqualification.
1 B.	Mandatory Requirements (i) A valid PSIRA Certificate for the company to be submitted (ii) A valid letter of good standing from PSIRA for the company to be submitted (iii) Letter of Good Standing from the Department of Labour to be submitted (iv) Proof of registration or Copy of a valid NBCPSS certificate to be submitted (v) Proof of registration with UIF to be submitted

- (vi) Copy of valid ICASA communication radio license to be submitted
- (vii) Proof of membership with SASA to be submitted
- (viii) Copy of a valid firearm license/s for the Company to be submitted
- (ix) Copy of Dog handler qualification to be submitted
- (x) Licence to use animals for Safeguarding, as per Performing Animals Protection Act, 2016 (Act No.4 of 2016) to be submitted
- (xi) Provided proof of availability of a Tactical response unit

Note: Non-compliance with the Mandatory requirements will render the bid non-responsive and will result in disqualification.

B.	Functionality (Gate 2)	100
B.1 Methodology	Proposed scope of work including task description (List of resources to be utilised; tabling daily activities shift roster; how the task will be performed on a daily basis; how reporting will be executed; site methodology, on-boarding, stationing of guards; relieving plan; supervisory activities and uniformed security officials); Contingency plan (Security guard availability on site; Industrial action within the security sector and response time in event of emergency).	40
B.2 Training and development	A detailed training plan/programme for all staff (guards and support and admin staff) that outlines the training courses and initiatives that will be conducted, the frequency of this training and how the staff will be evaluated post training. Important to indicate the industry required training and any additional training.	18
B.3 Director/s Experience	Company Director/s must have a minimum of five (5) years' experience in managing physical security guarding services: • More than 15 years= 10 Points • 11-15 Years = 8 Points • 05-10 Years = 5 Points NB: Attach valid PSIRA certificates	10
B.4 Experience of Key staff to be assigned to the contract – Bidders' staff proposal	• 1x Site Security Manager, Grade A, with (10) years and above experience (as a Security Manager) post accreditation by PSIRA = 6 Points • 1x Shift Supervisor, Grade B, with five (5) years and above experience (as a shift supervisor) post accreditation by PSIRA = 6 Points NB: Attach valid PSIRA certificates	12
B.5 Performance on past and current projects	Contactable references for a minimum of five (5) recent projects (not older than five (5) years) completed (within physical security guarding services) with a minimum value of R5 000 000.00. Each contactable reference is required to complete the Contactable Reference form. NB: Please complete the form provided Each relevant and positive reference received, to a maximum of five (5) will be allocated four (4) points.	20



	NB: No appointment letters or Purchase Orders from clients will be accepted as reference letters.	
	Minimum qualification of 70% on functionality	
	BBBEE and Price (Gate 3)	
	BBBEE	20
	Price	80
	Total	100

Bidders who score less than 70% of the total points for functionality will be disqualified and will not be evaluated further. The bids that would have **achieved 70% or more from the Functionality Evaluation** will be further evaluated on gate III.

Gate 3 - Price and preference points system

All remaining compliant proposals/quotations will be evaluated according to **80/20 preference point system**, as prescribed in the Preferential Procurement Regulations of 2022, where 80 points will be scored for price and the remainder 20 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

3. PREFERENCE POINT SYSTEM

Preference Point System	Points Allocation
Price	80
B-BBEE status level of contribution	20
Total Points	100



CONTACTABLE REFERENCE FORM

Name of Client (Organisation)	
Name of Authorised Person	
Name of Bidder (Service Provider)	
Contract Description	
Contract Value	
Contract Start Date	
Contract End Date	

1	Overall performance in compliance with the terms of contract
	Excellent (5) Good (4) Fair (3) Poor (2) Very Poor (1)
	Comments:
2	Standard of Security Services provided
	Excellent (5) Good (4) Fair (3) Poor (2) Very Poor (1)
	Comments:
3	Standard of K9 Service provided (if applicable)
	Excellent (5) Good (4) Fair (3) Poor (2) Very Poor (1)
	Comments:
4	Professionalism of Service Provider
	Excellent (5) Good (4) Fair (3) Poor (2) Very Poor (1)
	Comments:

OVERALL PERFORMANCE

Excellent (5)		Good (4)		Fair (3)		Poor (2)		Very Poor (1)	
---------------	--	----------	--	----------	--	----------	--	---------------	--

Date:	Signature:
Name:	Designation:
Contact No:	Contact email:



STANDARD BID DOCUMENTS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid Number: **ART 06/2025**

Closing Time **13:00 pm** Closing date 05 December 2025

OFFER TO BE VALID FOR.....**150...DAYS** FROM THE CLOSING DATE OF BID.

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

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

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

*Delete if not applicable



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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	80
SPECIFIC GOALS	20
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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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 points is allocated for price on the following basis:

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 the 80/20 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 the 80/20 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 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level 1 = 20 points	20	
B-BBEE Status level 2 = 18 points		
B-BBEE Status level 3 = 14 points		
B-BBEE Status level 4 = 12 points		
B-BBEE Status level 5 = 8 points		
B-BBEE Status level 6 = 6 points		
B-BBEE Status level 7 = 4 points		
B-BBEE Status level 8 = 2 points		
Non-compliant contributor = 0 point		

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:
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices



General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.
 - 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 goods 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 Tender submission) designed to establish Tender 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 tender 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 goods covered by the Tender will be manufactured.

1.17 “Local content” means that portion of the tender 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 tender 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.



1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

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

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

3. General

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

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied must conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must 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 must remain the property of the purchaser and must 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 must 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 must 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and must 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 tender 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.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.



8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 must 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 22 of GCC.

9. Packing

9.1 The supplier must 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 must 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 must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must 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.



12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services

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

- (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 must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, 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 must 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 must 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 must 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.

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

15.4 Upon receipt of such notice, the supplier must, within the period specified 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, 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 must be specified.

16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments must 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.

17. Prices

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



18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier must 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 Acceptance of this tender is subject to the condition that no subcontracting will be allowed, as it is not a requirement of Artscape for this tender.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services must 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 should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must 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 must 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 must be ratified by the parties by amendment of contract.

21.3 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 goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods 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 must, 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 judgement 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 must 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 must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must 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.

28. Limitation of Liability

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

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

(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.



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

(a) the supplier must 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 must 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, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting must 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, must be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract must be concluded with any bidder whose tax matters are not in order.

Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.



32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of restricted practices

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

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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



ANNEXURE A

PRICING SCHEDULE

Description	Qty	Unit Cost Per Month	Total Cost per Month	Total Price for Thirty-Six (36) Months
Grade A, Day Shift (Site Security Manager)	1			
Grade B, Day Shift (Shift Supervisor)	1			
Grade B, Night Shift (Shift Supervisor)	1			
Grade C, Day Shift (Security Guards)	11			
Grade C, Night Shift (Security Guards)	12			
Day Shift K9 Service	1			
Night Shift K9 Service	1			
Total Salary Cost				R
Overheads (A list of all overhead costs must be included in the bid document)				R
Total Salary Cost + Overheads				R
Fixed annual Escalation (_____%)				R
Total Salary Cost + Overheads + Fixed annual Escalation %				R
VAT at 15%				R
Grand Total for Thirty-Six (36) Months Including VAT				R