

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF SPORT, ARTS AND CULTURE					
BID NUMBER:	NCDSAC-004-2025/26	CLOSING DATE	25 MARCH 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP)					
19-24 RECREATION ROAD, FLORIANVILLE					
KIMBERLEY, 8301.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON – SCM	MR. H NIEUWENHUIZEN				
TELEPHONE NUMBER	082 605 4028	E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za		
CONTACT PERSON – TECHNICAL	MR. P MXINZELE				
TELEPHONE NUMBER	075 275 3510	E-MAIL ADDRESS	pmxinzeleli@ncpg.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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

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

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

Name of bidder:	Bid number: NCDSAC-004-2025/26
Closing Time: 11:00	Closing date: 25 MARCH 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of 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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOMEGENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people		10		
An EME or QSE which is at least 51% owned by women		5		
An EME or QSE which is at least 51% owned by youth		3		
An EME or QSE which is at least 51% owned by people with disability		2		

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

TERMS OF REFERENCE

(TECHNICAL SPECIFICATIONS)

**APPOINTMENT OF A SERVICE PROVIDER
TO RENDER PHYSICAL SECURITY
SERVICES TO THE DEPARTMENT FOR
THE PERIOD OF THREE (3) YEARS**

NCDSAC-004-2025/26



**DEPARTMENT OF SPORT ARTS AND CULTURE
NORTHERN CAPE**

TECHNICAL SPECIFICATIONS FOR SECURITY SERVICES TENDER

**PHYSICAL SECURITY GUARDS – PSIRA [Private Security Industry Regulatory
Authority] ACCREDITED [GRADE: C/D/E]**

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1. BACKGROUND

The Department of Sport Arts and Culture in the Northern Cape Province has five district Offices, Head Office in Kimberley, and currently consist of fifteen (15) sites where Security Guards will be posted as specified below, Security Guards to be posted at the following sites per Districts / Head Office – a detailed specifications on Annexure F:

1.1 Frances Baard District

1. Head office - MJE
2. Provincial Archive
3. Ministry
4. AR Abass
5. Mayibuye Centre
6. Barkly west Library
7. Northern Cape Theatre
8. Ritchie Library
9. Greenpoint Library
10. Robert Sobukwe Precinct

1.2 Pixley Ka Seme District

1. Pixley Ka Seme District Office

1.3 Namakwa District

1. Namakwa District Office

1.4 ZFM DISTRICT

1. Sandile Present – Upington / ZFM District Office
2. Sternham Library - Groblershoop

1.5 JGT District

1. MS Kitchen – District Office

2. TENDER SPECIFICATIONS

Tender Specifications

The Department of Sport Arts and Culture requires a Security company to provide security services through guards, access and exit control, and the supply of relevant information to visitors and management of Electronic / Manual

Security System over weekends, after hours and on public holidays, the security of buildings and the premises in emergencies. The main scope of the provision of security services to the Department its focus is where the highest visitors and staff activities takes place, but does not exclude the more remote areas. The Security Service Company is required to provide guarding services 24 hours a day, 365 days a year as specified. It is a 3-year (36 months) contract, which will be reviewed, based on performance every twelve (12) months from the date of commencement.

3. DEFINITIONS

3.1 Security Officer means a security officer, PSIRA Grades: A, B, C, D or E

Security officer Grade A: means an employee who performs any one or more of the following duties:

- a) Advising or reporting on any matter affecting guarding or protection services;
- b) Assisting in the screening of candidates for employment;
- c) Assuming responsibility for staff training;
- d) Drawing money at banks or similar institutions;
- e) Drawing money or cheques or taking possession
- f) Guarding or protecting goods;
- g) Supervising subordinate staff;
- h) Who may drive a motor vehicle in the performance of any or all the employee's duties; and
- i) Who may be called upon to perform any or all of the duties of a security officer, grade B.

Security officer Grade B: means an employee who performs any one or more of the following duties, namely supervising, controlling, instructing or training security officers, grade C,D or E or general workers and reporting thereon to an employee or any other specified person, and who may-

- a) Drive a motor vehicle in the performance of any or all of the employee's duties;
 - b) Be called upon to perform any or all of the duties of a security officer, grade C.
 - c) Be able to supervise security guards with Grade B, C, D and E
- Security officer Grade C:** means an employee who performs any or more of the following duties-
- a) Driving a motor vehicle in the course of supervising or controlling Security Officers grade D or E;
 - b) Driving a motor vehicle for the purpose of transporting security officers; and
 - c) Who may be called upon to perform any or all of the duties of a Security Officer, grade D.

- Security officer grade D:** means an employee who performs any or more of the following duties:
- a) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
 - b) Searching persons and if necessary, restraining them;
 - c) Supervising or controlling Security Officers, grade E;
 - d) Searching goods or vehicles; and
 - e) Who may be required to perform any or all of the duties of a Security officer, grade E

- Security officer grade E:** means an employee, other than a security officer, grade D,
- Who performs any or more of the following duties:
- a) Guarding, protecting or patrolling premises or goods;
 - b) Handling or controlling dogs in the performance of any or all of the duties referred to in (a).

3.2 Re-assignment

To be assigned to a new position, duty, or location upon receiving written instructions to do so.

3.3 Response time [Security breach]

Refers to the time lapsed from the time the call-out is logged by the system operator or person making the call, until the Service Provider responds on site. A record will be kept in the control logbook.

3.4 Repair time

Refers to the maximum time taken by the Contractor to repair the security breach, in order to limit the downtime of the system to a minimum. Repair time will be measured from the time the Service Provider's response on site is logged, until the security breach is rectified.

4. GENERAL TERMS

4.1 COMPANY PROFILE

Minimum of Five (5) years' experience in the security guarding. (Provide description, extent of work done and reference for verification purposes)

Financial ability of the Company to deliver the services for the full duration.

The following documents should be submitted at the Security Manager's Office [SSA – Vetting – appointment to be done when SSA concludes screening]

- Company Profile
- SARS TAX Certificate –In Good Standing
- Audited Financial Statement[include income statement, balance sheets & cash
- Cash flow statement for the period of 2 years
- Letter from the bank indicating the bank credit rating[Bank Code]
- Certified Copies of Directors identified documents

- Application for fingerprinting clearance [SAPS 91a] and Indemnity form[all directors]
- Company Registration Number
- CIPC
- PSIRA Certificate[for Company and Directors]
- Name and Contact details of auditing / accounting firm [contact details accounting officer]
- Proof of BEE Compliance [scorecard and the latest affiliation certificate] the certificate must be commissioned by the relevant authority
- Name list of employees of the company[reflecting identity numbers of the employees]
- PSIRA Certificates of employees, Fire Fighting and First Aid Certificates
- Letters declaring members or Directors involvement in associated businesses [SBD 4]

4.2 GUARDING FUNCTION

The guarding function relates to the six (6) essential and interdependent elements of a physical security system:

- Physical Security / mentally and fit security guards
- Monitoring Procedure
- Access Control
- Patrol Procedure
- Fire Control and Detection
- Contingency Planning

4.3 TRAINING REQUIREMENTS OF SECURITY GUARDS

- Grade C,D or E [Minimum requirement is Grade C]
- First Aid training (Level 1&2)
- Basic firefighting (level 1)
- Surveillance knowledge/background
- PSIRA registration

4.4. THE SERVICE PROVIDER MUST ADHERE TO THE FOLLOWING

4.4.1 Reliability checks and security vetting by the relevant authorities (SSA) on the company employees, each and every Director employed within the company or any member listed as part of the Close Corporate prior to signing of the awarded contract;

4.4.2 Security screening of every officer that is employed with the company and that is supplied to render service to the Department of Sport Arts and culture;

4.4.3 Agrees that the Department of Sport arts and Culture has the right to screen and confirm any security competency of the Company with the relevant statutory authorities should the need arise, and to conduct after hours site inspections at any time at the discretion of the Department. These inspections will include but not limited to inspections of Security officers, occurrence books, uniforms, security registers and equipment's;

4.4.4 The successful bidder will be required to sign a **Declaration of Secrecy** and will ensure that all its personnel employed at its Company signs the said document before commencing with the contract;

4.4.5. Security Officers must be undergo SAPS screening process.

4.5 RIGHTS AND DUTIES

The application of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended.

The application of the Criminal Procedure Act 51 of 1977 Section 20, 23(b), 24, 29, 42, 46, 48, 49, 50, and 51 as amended, MISS document approved in 1996 and OHS Act.

4.6 SPECIAL REQUIREMENTS

- 4.6.1 The Security officers on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs, torch and pepper spray. Night shift personnel must be in possession of a reflector jacket branded with the company name.
- 4.6.2 The Security officers must be equipped with a two-way radio, which is linked to their headquarters. If headquarters are not in Kimberley there must be a fully functional control room established at your own cost in Kimberley and the control room must operate 24 hours.
- 4.6.3 The security officers must be issued with the relevant seasonal clothing in order for them to execute their duties, e.g. Winter jackets, rain coats, etc. Uniform should be issued in adherence to Private Security Industry Regulations, 2002 paragraph 13 as amended.
- 4.6.4 Attendance registers with invoices per site for payment should be submitted within five working days for services rendered for the previous month. The Department has thirty days to process payment.
- 4.6.5 A copy of the incident register shall be submitted weekly to the Departmental official in charge of the site.(in this case documents will be submitted to Head Office)
- 4.6.6 The Department of Sport Arts and culture reserves the right to increase or decrease security guards or alter the guard category at any existing or new location.
- 4.6.7 A strike or lockout at the Department of Sport Arts and Culture shall not affect the security company's obligation to render security services.
- 4.6.8 The preferred bidder shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security officers are on labor disputes with their employer.

- 4.6.9 If security services are no longer required due to circumstances beyond the control of either the preferred bidder or Department of sport arts and Culture (e.g. fire, floods, etc.) the suspension or termination of security services shall be without cost to either party.
- 4.6.10 The security company shall be accountable to provide services to the Department of Sport Arts and culture as set out in the Service Level Agreement, provided by the department.
- 4.6.11 The security company must provide properly trained back-up support for absenteeism, within an hour in a multi-guard location or half an hour at a single guard location of being made aware of such absenteeism.
- 4.6.12 Patrol officers shall be familiar with the work sites under their jurisdiction.
- 4.6.13 The security company shall supply vehicles if required and a continuous communication link to their patrol officers and security control room.
- 4.6.14 New or replacement guards shall not be assigned to the Department of Sport arts and Culture sites until they are suitably trained; familiar with their required duties and security screened by SAPS and a copy of the fingerprint clearance certificate handed to the Security Manager.
- 4.6.15 Security company supervisor shall be responsible for consulting with the Department of Sport arts and Culture Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job-training.
- 4.6.16 During break periods, security personnel shall be required to remain on the site and be subject to a call back to duty in the event of an emergency situation.
- 4.6.17 Property supplied by Department of Sport Arts and culture to security officers under the contract shall remain the property of the Department.
- 4.6.18 Any misuse or abuse of the Departmental equipment and property shall be replaced / repaired by the security company.
- 4.6.19 The use of departmental property by security officers shall be for official business purposes only.

- 4.6.20 Department of Sport Arts and Culture shall have the ability to deduct payment from the security company for incidents that rise from inappropriate attendance, behavior, appearance, performance, insufficient training, failure to provide back up support and the supply of unqualified security officials.
- 4.6.21 Any loss incurred by the Department as a result of security breaches will be investigated by both Departmental Security Management and the Company appointed. Should it be found after the investigations that the Company is responsible for the loss, the Company will be held liable for damages and losses in accordance with the departmental specifications.
- 4.6.22 Security officials shall comply, enforce and/or report on discrepancies with any legislation, departmental policy, security plan, directives, standing orders or other procedures to the Department of Sport Arts and Culture Security Manager.
- 4.6.23 The Department of Sport Arts and Culture has the right to amend, modify and re-issue Post orders or other special orders. This modification to be in line with the basic Service Level Agreement (SLA) unless such changes will increase or decrease the number of work hours required and results in an increase in cost then such modification will not be implemented.
- 4.6.24 Department of Sport Arts and Culture reserves the right to have the security company:
- Remove and replace incompetent security officials immediately from the site; and
 - Conduct inspections regarding behavior, appearance and performance; and determine security official suitability on re-assignment
- 4.6.25 The security company shall not provide security officers that have been on duty for more than 12 consecutive hours and the guards shall have had a break of 8 hours between shifts. Applicable Labour legislation and agreements must be adhered to.
- 4.6.26 The security company shall furnish security officers with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.
- 4.6.27 The security company shall use accredited personnel to provide on-the-job training at no cost to the department before new security officers are assigned or re-assigned to a post on their own.

4.7 INDEMNITY

The Department of Sport Arts and Culture shall not be liable for any injury, loss or damage to the security guards, equipment or vehicles whilst on the premises of the Department. The security company must have a Public Liability Insurance, Certificate to be provided prior to the appointment.

4.8 REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

Security Company must provide full details of registration for both the company and the individual workers. Security Company must provide full details of PSIRA registration for both the company and its directors (owners), and proof of up-to-date payment of PSIRA annual fees. Copies of PSIRA registration certificates and/or any other document(s) must be certified.

4.9 DECLARATION OF SECRECY

Any information provided to the preferred bidder during the course of the contract or obtained by a security officer(s) and (technical response team) during the course of duty shall be treated as strictly confidential. Under no circumstances may information be divulged to any other person, the media or company. Each employee dispatched to Northern Cape Department of Sport Arts and Culture is required to sign the Declaration of Secrecy with the Security Manager. Unauthorized disclosure of information will lead to termination of the contract.

4.10 FINGERPRINT CLEARANCE

All security officers, standby security officers and technical response team performing duty for the preferred bidder must submit his/her SAPS fingerprint clearance report prior to commencement date of the contract.

4.11 ADMINISTRATION

Reports and records (which include security registers as per security policy) prepared by security officers regarding their duties and responsibilities of assignment required by the security company should be made available to Security Management of Northern Cape Department of Sport Arts and culture. Security reports must be written by the private security company to the security establishment of the department monthly (e.g. every 15th of each month) and the incident report must reach the office of the Security Manager in the Department of Sport Arts and Culture.

5. PRICING ANNEXURE G (FORM OF OFFER AND ACCEPTANCE)

- 5.1 The following conditions shall be applicable and forms an integral part of the bid document specifications, non-compliance will lead to your bid being invalid:
 - 5.1.1 **Appointed Service Provider must pay his/her employees the minimum monthly basic wage, as prescribed for the area concerned in the Basic Conditions of Employment Act, No. 75 of 1997 as amended, including the Sectoral Determination No. 6 of the Private Security Sector of South Africa to be found in Government Gazette number 39156 of 1 September 2015.**
 - 5.1.2 Prices per security officer should be all-inclusive i.e. Remuneration Package per year including all leave provisions and other benefits;
 - 5.1.3 Escalation will be capped at 5% per year for the duration of the term contract;
 - 5.1.4 All Bidders are required to make provision for the payment of Value Added Tax which should be included in the bid price as well as make provision for the payment of all SARS taxes and UIF as required by law.
- Failure by bidders to include this does not create any obligation on Department of Sport arts and Culture to make allowance for it once the Contract is awarded.**

ANNEXURE B

SECURITY STAFF REQUIREMENTS FOR THIS CONTRACT:

1. INDUCTION AND PLACEMENT OF GUARDS

The Service Provider's staff members will have to undergo induction training regarding the site and the Emergency Plan for the buildings. This induction is compulsory and must be attended by the Security Company's supervisors and trainers. Any new employee must first be inducted before placement on the sites.

2. SECURITY OPERATION MANAGEMENT EXCELLENCE

- a) Most of the shifts are 12 hours and start 05:45 for 06:00 and 17:45 for 18:00
- b) The one shift will take over from the other at any specific station to ensure continued surveillance/control.

c) The day shift security office will start 05:45 for 06:00 and knock off at 18:00

3. ACCESS CONTROL

The guards at the main gate must:

- Obtain clearance for and register every vehicle in the vehicle register.
- Obtain clearance for all pedestrian visitors or direct them to the reception.
- Obtain clearance or a gate pass for any Departmental property leaving the premises at any given time.
- Always be visible and in close proximity to the main entrance.
- Be customer-focused, patient, and polite and always remain professional in the execution of their duties.

HEAD OFFICE MJE PRECINCT - KIMBERLEY			
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Main Entrance & Vehicle and Pedestrian entrance	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. (searches to be conducted) • Be a central information point for official visitors to DSAC • Control vehicle access for functions in DSAC, visiting, boardrooms. • Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc) • Checking of perimeter fence per day and reporting on problems in the area close to the gate • Assist in emergency responses. 	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket Book and pen Occurrence Book Handcuffs Pepper spray Clocking tags Normal baton Relevant registers as per Security Plan</p>

	<ul style="list-style-type: none"> • Use all gate registers e.g. staff after hours register • Visitors register, Government Vehicle Control register, exhibit register (own property register) • Completion of pre and post vehicle inspection sheet and • Inspect trip authority • Access control for all officials and visitors that enters/exits via gate by foot • Monitor illegal entry in the building.(searches) • Assist in emergency responses 	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket book and pen Relevant registers as per Security Plan</p>
Turnstile & Reception			
All gates	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • To control the number of cars in the parking area. • Monitor illegal access to the building • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<p>No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence</p>	<p>Two-way radio Torch Pocket book and pen Clocking tags Hand-cuffs Relevant registers as per Security Plan</p>
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Control Room	<ul style="list-style-type: none"> • Monitoring perimeter (fence) • Checking patrols (night shift & weekends) must be reported to Security Management 	<p>No criminal offence; South African; Grade 12; PSIRA Grade C;</p>	<p>Two-way radio Torch Pocket book and pen</p>

	<ul style="list-style-type: none"> • Reviewing previous days on cameras • Downloading CCTV camera footage • Checking Access Control system's information • Activating and Deactivate of access cards of DSAC employees • Placing PTZ cameras in the correct positions • Changing the monitors and cameras where there is possibility for thieves to get access. (blind spots) • Monitoring Ministry's access doors.(Needs to be in a working condition at all times) • Refreshing and resetting of doors when power failure occurred. • Printing out of access control system information. • Report ALL incidents, reviews and patrols to Security Management • Switching on of computers, joysticks and monitors (control room equipment must be operational at all times) 	<p>Proficient in English; and service excellence</p>	<p>Normal batons Hand-cuffs Occurrence Book Clocking tags Normal baton Relevant registers as per Security Plan</p>
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PROVINCIAL ARCHIVE

DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Vehicle / Pedestrian entrance	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Be a central information point for official visitors to DSAC • Control vehicle access for functions in DSAC, visiting, boardrooms. • Be a central emergency response control point for emergency response (SAPS, Fire brigade, etc) • Checking of perimeter fence per day and reporting on problems in the area close to the gate • Assist in emergency responses. • Use all gate registers e.g. staff after hours' register Visitors register, Government Vehicle Control register, exhibit register (own property register) • Complete pre and post vehicle inspection sheet • Inspect trip authority 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket Book and pen Occurrence Book Handcuffs Pepper spray Clocking tags Baton

Reception	<ul style="list-style-type: none"> • Access control for all officials and visitors that enters/exits via gate by foot • Monitor illegal entry in the building. • Assist in emergency responses • Confirm visitors with the host 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Relevant registers as per Security Plan
All gates(where applicable)	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • To control the number of cars in the parking area. • Monitor illegal access to the building • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking tags Hand-cuffs
Control Room (where applicable)	<ul style="list-style-type: none"> • Monitoring perimeter (fence) • Checking patrols (night shift & weekends) must be reported to Security Management • Reviewing previous days on cameras • Checking Access Control system's information • Refreshing and resetting of doors when power failure occurred. 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking tags Hand-cuffs Normal baton Relevant registers as per Security Plan

	<ul style="list-style-type: none"> • Report ALL incidents, reviews and patrols to Security Management • Switching on of computers, joysticks and monitors (control room equipment must be operational at all times) 		
DISTRICTS BUILDINGS: FRANCES BAARD, PIXLEY, NAMAKWA, JTG and ZFM			
DUTY POINT	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
Reception areas	<ul style="list-style-type: none"> • Access control for all officials and visitors that enters/exits via gate by foot • Monitor illegal entry in the building. • Assist in emergency responses • Confirm visitors with the host • Escorting of visitors 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking tags Normal baton Relevant registers as per Security Plan
All gates	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • To control the number of cars in the parking area. • Monitor illegal access to the Department. • Control the use of the parking area. 	No criminal offence; South African; Grade 12; PSIRA Grade C; Proficient in English; and service excellence	Two-way radio Torch Pocket book and pen Clocking batons Hand-cuffs Clocking tags

	<ul style="list-style-type: none"> • Monitor the parking area for criminal activities • Assist in emergency response. • Use security registers: visitors register, staff after hours register, Government vehicle gate control register, exhibit registers (own property register) • Completion of pre and post vehicle inspection • Inspect trip authority 		Normal baton Relevant registers as per Security Plan
ALL BUILDINGS			
Site Supervisor	<ul style="list-style-type: none"> • Supervise the guards on site and ensure full compliance to the SLA • Respond to panic alarm activation. • Call for back up from SAPS • Respond to building and fence alarms, panic button activations or any other emergency that can occur on the premises. • Deploy security personnel at various duty points; and manage/supervise security company staff deployed on the premises. • Assist in emergency responses 	No criminal offence; South African; Grade 12; PSIRA Grade B; SASSETA accredited firearm certificates; valid unendorsed driver's license; positive security clearance; Proficient in English; and service excellence	Two-way radio Licensed firearm Light vehicle Torch Pocket book and pen Occurrence Book (OB) Hand-cuffs Clocking tags Normal baton Relevant registers as per Security Plan

	<ul style="list-style-type: none"> • Relieve any of the other guards for body breaks (short periods), if require, to ensure all posts are manned at all times. • Patrol the premises for criminal activity. • Monitor illegal access to the buildings • Monitor suspicious persons entering the buildings • Inspect the proper use of all gate registers 		Incident register
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NOTE: The number of security guards may be reviewed as and when required and such will be communicated to the Service Provider in order to amend their monthly invoice in line with the actual number of security guards.

CLOCKING POINTS (HEAD OFFICE- MJE PRECINCT)

DUTY POINT	NUMBER OF CLOCKING POINTS FOR THE SECURITY GUARD	COMMENTS
Guard Room	1 Clocking point <ul style="list-style-type: none"> On the wall next to the door 	Security Guards to clock hourly.
Block A Cultural Affairs	2 Clocking points <ul style="list-style-type: none"> On the wall 	Security Guards to clock hourly
Block B [Chief Directorate- Programs]	3 Clocking point <ul style="list-style-type: none"> On the wall 	Security Guards to clock hourly
Block C [HRM/D]	2 Clocking point <ul style="list-style-type: none"> On the wall next to the door 	Security Guards to clock hourly.
Block D [Registry]	3 Clocking point <ul style="list-style-type: none"> On the wall 	Security Guards to clock hourly
Block E [SCM]	3 Clocking point <ul style="list-style-type: none"> On the wall 	Security Guards to clock hourly
Block F [Security and Transport]	3 Clocking point <ul style="list-style-type: none"> On the wall 	Security Guards to clock hourly
Block G [HoD]	5 Clocking point <ul style="list-style-type: none"> on the wall 	Security Guards to clock hourly interval.
BLOCK H [Finance & Corporate Services]	<ul style="list-style-type: none"> 5 Clocking Points On the wall 	Security Guards to clock hourly

GARAGES	2 Clocking Points <ul style="list-style-type: none"> On the wall in front 	Security Guards to clock hourly
Block 1 [Library Depot]	10 Clocking Points <ul style="list-style-type: none"> On the wall in front 	Security Guards to clock hourly

NB: Other sites of the Department without clocking systems must be fitted as well, where Security Guards are posted.

LANGUAGE PROFICIENCY

All guards must be proficient in English and at least one other official language. Due to the nature of our business, communication is essential and it is therefore required that guards must be able to read, write and communicate effectively in English (Preferably with Grade 12 certificate).

SUPERVISION OF WORK

The Service Provider will supervise and exercise proper control over its personnel and shall not hold the department liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

RESPONSIBILITIES

The Service Provider will provide and take responsibility for the following:

- Security guards
- Installing, controlling & auditing check points where guards are patrolling.
- Access control books and OB books
- Rechargeable torches
- Two-way radios and register on frequency
- Security registers [Visitors Registers, Laptop Registers and etc]

The department will take responsibility for the:

- Provision, upkeep and maintenance of the guard house and toilet facility.
- Provision, upkeep and maintenance of all gates
- Provision of operational procedures & requirements.
- Provision, upkeep and maintenance of telephone extensions (where applicable) at the Security gates, Reception area and Control room.

ANNEXURE C: EQUIPMENT ISSUED PER OFFICER

ITEMS OR EQUIPMENT	QUANTITY	COST
RADIOS		
PEPERSPRAY		
BATONS		
CLOCKING TAGS		
RECHARGEABLE TORCHES		
HANDCUFFS		

ANNEXURE D: BILL OF QUANTITIES:

PROVINCIAL ARCHIVE

ITEM	DESCRIPTION	CURRENT UNITS
1	CLOSED CIRCUIT TELEVISION CAMERAS (INCLUDING (5) PTZ	55
2	DIGITAL VIDEO RECORDER	1
3	BIO-METRIC READERS	6
4	BOOMGATES	0
5	MONITORS (PLAZMA)	3
6	VIDEO INTERCOM	0
7	WALK THROUGH METAL DETECTOR	0
8	HANDHELD METAL DETECTOR	0

MINISTRY BUILDING:

ITEM	DESCRIPTION	CURRENT UNITS
1	CLOSED CIRCUIT TELEVISION CAMERAS (INCLUDING (5) PTZ)	15
2	DIGITAL VIDEO RECORDER	4
3	BIO-METRIC READERS	4
4	BOOMGATES	0
5	MONITORS (PLAZMA)	0
6	VIDEO INTERCOM	0

7	WALK THROUGH METAL DETECTOR	0
8	HANDHELD METAL DETECTOR	0

Northern Cape Theatre

ITEM	DESCRIPTION	CURRENT UNITS
1	CLOSED CIRCUIT TELEVISION CAMERAS	58
2	DIGITAL VIDEO RECORDER	1
3	BIO-METRIC READERS	28
4	BOOMGATES	1
5	MONITORS	1

Head Office

ITEM	DESCRIPTION	CURRENT UNITS
1	CLOSED CIRCUIT TELEVISION CAMERAS	TBC
2	DIGITAL VIDEO RECORDER	1
3	BIO-METRIC READERS	
4	BOOMGATES	0
5	MONITORS	1

ANNEXURE E: SERVICE LEVEL AGREEMENT

TECHNICAL	FREQUENCY	ACTION
Timesheet register done at the beginning of each shift	Daily	Service Provider
Day and Night guards to clock on the patrol batons every 30 minutes as from 18H00	Daily	Service Provider
Site Supervisor to clock on dedicated patrol batons three hourly	Daily	Service Provider
Any security breach to be recorded using red pen in the OB	Always	Service Provider
Day and Night shift Guards monitoring by control room guard to be done and recorded on OB	Always	Service Provider
Correct visitors cards issued to public visitors	Always	Service Provider

ADMINISTRATION	FREQUENCY	RESPONSIBILITY
Submission of attendance register of security officers	Monthly Basis	Service Provider
Submission of Clocking tags for downloading night shift guards patrol records to Security Management	Daily before 10am	Service Provider
Weekly meeting every Friday with Senior Administration Officer and Site supervisor	Every Friday	Service Provider and DSAC
Monthly meeting between Security Management and Site Supervisor	Monthly	Service Provider and DSAC
SLA compliance meetings with the Manager of contract and compliance, the security manager and owner of security company	Quarterly	Service Provider and DSAC
Investigation reports	15 days after the incident	Service Provider

NON COMPLIANCE AND MITIGATION MEASURES:

NON-COMPLIANCE	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE	COMMENTS
Guards not posted on duty as agreed (Incomplete number of security guards per shift).	<p>A. Replacement made within one (1) hour</p> <p>B. If replacement is not done within one (1) hour – the Service Provider would not be paid for the whole shift</p> <p>C. Verbal notice (confirmed in writing)</p>	<p>A. Replacement made within one(1) hour</p> <p>B. If replacement is Not done within one (1) hour – the Service Provider would not be paid for the whole shift</p> <p>C. Meeting with the Contract and Compliance Manager</p> <p>D. Written notice of non-compliance.</p>	<p>A. Final written notice of non-compliance</p> <p>B. If replacement is Not done within one (1) hour – the Service Provider would not be paid for the whole shift</p> <p>C. Meeting with the Contract and Compliance Manager</p>	Depending on the severity of the case, a contract may be terminated even if it is the first offence. Apart of warning and penalties, the Service Provider must rectify the deficiency within a day of notification
Guards intoxicated or under the	A. Service Provider must replacement made within	A. Service Provider must replacement	A. Service Provider must replacement	If this practice continues, the Security Manager will call a meeting with the Service

influence of alcohol/drugs	an hour B. If not able to replace within one hour – no payment for the whole shift	made within an hour B. If not able to replace within one hour – no payment for the whole shift	made within an hour B. If not able to replace within one hour – no payment for the whole shift	Provider and final written notice of failure to manage own employees will be issued.
Refusal to comply with lawful instructions	A. Service Provider must remove the guard immediately, and replace him/her within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Service Provider must remove the guard immediately, and replace him/her within an hour B. If not able to replace within one hour – no payment for the whole shift	A. Service Provider must remove the guard immediately, and replace him/her within an hour B. If not able to replace within one hour – no payment for the whole shift	If this practice continues, the Security Manager must call for a meeting with the security service provider.
Negligence in the performance of security duties or breach of security	A. Written notice for non-compliance and rectification within agreed timeframe	A. Written notice for non-compliance and rectification within agreed timeframe	A. Remove the guard from the site and final written notice	If this continues, the Security Manager will call for a meeting with the security service provider.

Guard(s) unable to carry out duties effectively	A. Service Provider must replace the guard immediately	A. Non-compliance letter will be issued to the Service Provider	A. Security Manager must call for a meeting with the security service provider to address non-compliance	The Service Provider must rectify the deficiency within a day of notification
Damage to DSAC property or staff or visitor's property	<p>A. joint investigation will be conducted.</p> <p>B. Decision on liability will be determined by such an investigation.</p> <p>C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p>	<p>A. A joint investigation will be conducted.</p> <p>B. Decision on liability will be determined by such an investigation.</p> <p>C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p>	<p>A. A joint investigation will be conducted.</p> <p>B. Decision on liability will be determined by such an investigation.</p> <p>C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p> <p>D. The contract may be terminated.</p>	The liability will be determined by the outcome of the internal investigation.

<p>Loss of DSAC property or theft of DSAC or staff or visitor's property</p>	<p>A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p>	<p>A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p>	<p>A. A joint investigation will be conducted. B. Decision on liability will be determined by such an investigation. C. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p>	<p>The liability will be determined by the outcome of the internal investigation</p>
<p>Non-compliance with regards to patrol clocking</p>	<p>Failure to clock must be recorded in the pocket book and in the OB and giving reasons</p>	<p>Missing more than 5 clocking times per shift will lead to non-payment of that security guard shift</p>	<p>Should there be a breakage or burglary and there was no clocking or clocking discrepancies; the Service Provider will be liable for repairs and the replacement of lost items</p>	<p>The Service Provider will be liable for repairs and replacement</p>

Vandalism of patrolling clocking points	The Service Provider will be liable for replacement within two days	The Service Provider will be liable for replacement within two days	The Service Provider will be liable for replacement within two days
Breach of contract	Written notice of non-compliance	Second written notice of non-compliance	Final written notice of non-compliance If no change after final written warning the contract will be terminated in line with the termination clause of the contract.

ANNEXURE F: NUMBER OF SECURITIES PER SITES

 SPECIFICATIONS FOR SECURITY TENDER / SECURITY GUARDS			
FRANCES BAARD DISTRICT			
SITES	NUMBER OF GUARDS	SHIFTS	WORKING HOURS
Head Office	12	3 Shifts / 4 x Officers per Shift	12 Hours per Shift
Library Depot	1	1 x Officer Straight Shift	8 Hours
Ministry	6	3 Shifts / 2 x Officers per Shift	12 Hours
Mayibuye Centre	9	3 Shifts / 3 x Officers per Shift	12 Hours
Provincial Archives	1	1 x Officer Straight Shift	8 Hours
NC Theatre	6	3 Shifts / 2 x Officers per Shift	12 Hours

AR Abass Stadium	4	3 Shifts / 1 x Officer per Day and 2 x Officers per Night	12 Hours per Shift
Barkley West Library	1	Day Time – Monday to Friday	8 Hours
Ritchie Library	1	Day Time – Monday to Friday	8 Hours
Robert Sobukwe	1	Day Time – Monday to Friday	8 Hours
Greenpoint Library	1	Day Time – Monday to Friday	8 Hours
Total: 43			
PIXLEY KA SEME DISTRICT			
District Office	1	Day time –Monday to Friday	8 Hours per Shift
Total: 1			
ZFM DISTRICT			
Sandile Present Library / ZFM Office	1	Day time –Monday to Friday	8 Hours per Shift
Sternham Library	3	3 Shifts – one reliever	12 Hours per Shift
Total: 4			

NAMAKWA DISTRICT			
District Office Namakwa - Bergsig	3	1 Officer Per Shift	12 Hours
Total: 3			
JTG DISTRICT			
MS Kitchen District	3	3 x Officers – 1 Officer per shift	12 hours
Total: 3			
Total Number: 54			



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**CONDITIONS AND UNDERTAKINGS BY
BIDDERS IN RESPECT OF THIS BID**

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Proprietary Information

Department of Sport, Arts and Culture (DSAC) considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DSAC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DSAC.

2. You are hereby invited to bid for the following:

2.1 Rendering of physical security services.

Physical security services will be rendered to the Department of Sport, Arts and Culture for a period of three (3) years.

3. Service providers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DSAC in regard to anything arising from the fact that pages are missing or duplicated.

4. Validity Period

Responses to this bid received from vendors must be valid for a period of 120 days counted from the closing date of the bid.

5. Submission of Bids

5.1 **Bids should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, "**BID NO. NCDSAC-004-2025/26: APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE DEPARTMENT FOR A PERIOD OF THREE (3) YEARS**". **The sealed envelope must be placed in the Tender Box at the Main Reception Area of the Mervin J Erlank Sport Precinct Building (MJESP) at 19-24 Recreation Road, Florianville, Kimberley, 8301 by no later than 11h00 on Wednesday, 25 March 2026.** The closing date,

company name and the return address must also be endorsed on the envelope.

- 5.2 If a courier service company is being used for delivery of the bid document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box. **No official of the Department of Sport, Arts and Culture will sign for any bid document/s delivered by a courier company.**
- 5.3 **The bidder will carry the risk to ensure that his/her bid document is submitted in the tender box of the Department of Sport, Arts and Culture if services of the South African Post Office are used.**
- 5.4 All bids must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**
- 5.5 No bid received by fax or email or similar medium will be considered.
- 5.6 Where a bid document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The bid box is generally open 24 hours a day, 7 days a week.
- 5.7 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- 5.8 **The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:**
- 5.8.1 **Award contract or any part thereof to one or more service providers;**

- 5.8.2 Reject all bids;**
- 5.8.3 Not to accept the lowest bid or any bid in part or in whole;**
- 5.8.4 Consider any bids that may not form conform to any aspect of the bidding requirements;**
- 5.8.5 Decline to consider any bids that do not conform to any aspect of the bidding requirements;**
- 5.8.6 Request further information from any service provider after closing date;**
- 5.8.7 Cancel this bid or any part thereof at any time;**
- 5.8.8 A bid will be rejected as non-responsive if the bidder fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification;**
- 5.8.9 Negotiate pricing and**
- 5.8.10 Increase and decrease the number of security guards based on budget availability**

5.9 Certificates – The tenderer must provide the Department of Sport, Arts and Culture with all certificates as stated below;

5.9.1 Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company Registration Documents and Share Certificate (CIPC Documents), Central Supplier Database Report, BBBEE Certificate, Proof of Disability, Commissioned Sworn Affidavits, Identity Documents, etc.) in support of tenderer claims for such preference for that specific goal. Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

5.10 SARS "TAX CLEARANCE STATUS PIN" to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidders must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract to a company whose tax

affairs are not in order as determined by the South African Revenue Services (SARS). A contract will not be awarded to a bidder/s that cannot provide proof that their tax matters are in order at the time of the award of the bid. The Department will inform bidders at various stages during the bid evaluation process if their tax compliance status has changed. Bidders are advised to ensure that they are tax compliant before bid award is considered.

5.11 Copies of original company registration documents. Certification stamp must be original and not more than 3 months old as at the date of closing of bid.

5.12 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit **upon written request to do so by the Department of Sport, Arts and Culture**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

5.13 **Claims arising from submission of tender**

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract;
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted him/her with the nature of the goods or services proposed and generally of all matters which may influence the Contract;
- c) Visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and

acquainted himself with any limitations or restrictions that may be imposed by the Department or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby;

d) Requested the Department of Sport, Arts and Culture to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer and

e) Received any notices to the tender documents which have been issued in accordance with the Department of Sport, Arts and Culture's Supply Chain Management Policy.

The Department of Sport, Arts and Culture will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

- 5.14 All communication between the bidder and the Department must be done in writing. Unless otherwise stated in the Conditions of Tender, the Department of sport, Arts and culture shall respond to a request for clarification received up to one week (where possible) before the tender closing time.
- 5.15 Any corrections on the bid document made by the bidder must be initialled.
- 5.16 Use of correcting fluid is prohibited.
- 5.17 Bids will be opened in public as soon as practicable after the closing time of bid.
- 5.18 The bid document must be completed in full and signatures must be original/hand signed. Non adherence to this condition will invalidate the bid.

- 5.19 The bid document should be submitted on the official bid document as advertised. Suppliers are advised to print out the whole document and complete it in pen. An excel calculation sheets (**Annexure G**) has been attached as part of the bid document to assist bidders with the pricing. After completion the excel sheets must be printed out, signed off by the bidder and submitted with the bid document. The bidder can also opt to complete the printed excel sheets in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The supplier should not change the Departmental Format of the bid document. If any other forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.
- 5.20 The Department of Sport, Arts and Culture will provide no insurance.
- 5.21 Bidders may not submit a bid without having a firm intention and the capacity to proceed with the contract.
- 5.22 It is a condition of this bid that bidders must be duly PSIRA registered and that all the required current and valid documentary proof in this regard is provided with the bid. Failure to do so will result in the disqualification of the bid.
- 5.23 The Successful bidder must be in the financial position to carry the cost of the bid for a minimum period of two (2) months.
- 5.24 It is required that the prospective bidder must have a footprint within the area where they will render a security service. A footprint is defined as an office or building which is a permanent structure within a geographical area from where the business is operated. The company must have a fully functional security operational office with communication equipment. (Two-way radios, telephones and occurrence books). The responding bidder must submit proof of Municipal Account or Rental Agreement. Where the preferred bidder does not have a functional control room in the Northern Cape, it is

expected that the preferred bidder must establish functional control room within three (3) months after signing the service level agreement.

5.25 The responding bidder did not submit proof of Municipal Account or Rental Agreement.

5.26 Control room operators must be computer literate.

5.27 Bidder must be able to link their control room to the departmental control room for monitoring purposes.

5.28 It is a condition of this bid that the appointed service provider must be and remain duly PSIRA registered throughout the contract period and that all the required current and valid documentary proof in this regard is provided with the bid.

5.29 It is responsibility of the successful bidder to ensure that all security officials are promptly on site for each shift.

5.30 There must be effective communication tools/equipment available for security officials on site to contact the control room, armed patrols or other security officials on matters relating to security incidents and assistance.

5.31 The bidder must submit the following returnable documents for pre-qualification:

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
Mandatory and other bid requirements			
Compulsory Briefing Session	YES	A compulsory briefing session will be held on Tuesday, 10 March 2026: Time: 08:30 AM to 10:00 AM. Bidders arriving after 08h45 AM will not be allowed to form part of the compulsory briefing session, bidders are encourage to arrive early.	
Invitation to bid – SBD 1	YES	Fully complete and sign the supplied pro forma document.	
SBD 3.1 Pricing Schedule Firm prices (purchases)	YES	Fully complete and sign the supplied pro forma document.	
Declaration of interest – SBD 4	YES	Fully complete and sign the supplied pro forma document.	
Preference Points Claim Form in terms of Preferential Procurement Regulations 2022 – SBD 6.1	NO	Fully complete and sign the supplied pro forma document.	
Contract Form – Rendering of services – SBD 7.2, Part 1 and 2	YES	Fully complete, signed and witnessed by both witnesses	
Joint venture bidders must individually complete SBD 4 & 6.1.	YES	Joint venture bidders must individually complete: <ul style="list-style-type: none"> i. SBD 4 and ii. SBD 6.1. 	

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
Pricing submission – Annexure G: Form of acceptance	YES	Fully complete and sign the supplied pro forma document.	
General conditions of contract	NO	Bidders to familiarize themselves with the content of the general conditions of contract.	
Resolution of the board of directors for the establishment of the Joint Venture.	YES	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.	
Signed Joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.	
Certified BBEE Certificate/ Certified Sworn Affidavit	NO	Non submission will lead to a zero (0) score on preference points claim (specific goals) in terms of the Preferential Procurement Regulations 2022.	
Certified BBEE Certificate/ Certified Sworn Affidavit (Consolidated Certificate/Consolidated Sworn Affidavit) - JV	NO	Non submission will lead to a zero (0) score on preference points claim (specific goals) in terms of the Preferential Procurement Regulations 2022.	
Registration on the Central Supplier Database (CSD).	YES	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to	

Document that must be submitted	Non submission may result in disqualification	Attached (To be completed by the bidder)
		complete the registration of your company prior to submitting your bid. If not registered you cannot be appointed on the panel of service providers. Visit https://secure.csd.gov.za/ to obtain your supplier number (MAAA...). Submit proof of registration with bidding document.
Good standing on tax affairs	YES	<ol style="list-style-type: none"> I. DSAC must verify the bidders tax compliance status prior to the awarding of competitive bids. II. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within

Document that must be submitted	Non submission may result in disqualification	Attached (To be completed by the bidder)
		<p>seven (7) working days.</p> <p>III. The bidder should thereafter provide the Accounting Officer with proof of their compliance status which should be verified via the Central Supplier Database or e-Filing.</p> <p>IV. Should the recommended bidder fail to provide written proof of their tax compliance status, accounting officers must reject the bid submitted by the bidder.</p>
Certified copies of company registration documents.	YES	<p>i. Certificate of registration.</p> <p>ii. Change of name certificate (if applicable).</p> <p>iii. Register of directors, and most current registered business address.</p> <p>(Company registration: CM1 and CK1, Change of name certificate: CM9, Latest registered address: CM22, Most current register of directors: CM29 and CK2). <i>CIPC certificate</i></p>

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
		<i>is not relevant in the case where a bidder is a sole proprietor.</i>	
VAT Registration Certificate	If applicable	Bidders can only charge VAT if registered for VAT at SARS. This must be reflected on their CSD Reports.	
Certified copy of share certificate	YES	For all current shareholders/directors/members.	
Certified copies of identity documents	YES	For all current shareholders/directors/members.	
Certified copy of company registration as a security service provider with PSIRA	YES	Non submission will lead to disqualification.	
Certified copies of member's/directors registration as a security service provider with PSIRA	YES	Non submission will lead to disqualification.	
Certified copies of individual security officers registration with PSIRA	YES	Non submission will lead to disqualification.	
Certified copy of letter of good standing with PSIRA not older than three (3) months	YES	Non submission will lead to disqualification.	
Proof of paid up PSIRA annual fees	YES	Non submission will lead to disqualification.	
Certified copy of letter/certificate of good	YES	Non submission will lead to disqualification.	

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
standing with Compensation for Occupational Injuries and Diseases (COID) not older than three (3) months			
Certified copy of letter of good standing with the Provident Fund not older than three (3) months	YES	Non submission will lead to disqualification.	
Certified copy of letter of good standing with the Unemployment Insurance Fund (UIF) not older than three (3) months	YES	Non submission will lead to disqualification.	
Certified copy of National Bargaining Council (NBC) confirmation of registration for paid up levies (compliance letter) and or proof of payment to NBC	YES	Non submission will lead to disqualification.	
Application for fingerprint clearance (SAPS 91a) and Indemnity Form for all Directors	YES	Non submission will lead to disqualification.	
Latest PSIRA inspection report	YES	Non submission will lead will lead to disqualification.	
Mandatory documents for technical evaluation			
Proof of functional control room/company	YES	Non submission will lead to lower scores during functionality.	

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
office/functional structure based in the Northern Cape			
<p>(i) Annual financial statements for the past two (2) financial years i.e. 2022/2023 and 2023/2024. Including statement of comprehensive income, statement of financial position, statement of cash flow and accompanying notes or;</p> <p>(ii) Signed bank confirmation of credit facility (not older than three (3) months or</p> <p>(iii) Signed bank guarantee letter (not older than</p>	NO	Non submission will lead to lower scores during functionality.	

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
three (3) months.			
Company/Entity Profile reflecting the previous work done relevant to the project. CV's of each team member.	NO	Non submission will lead to lower scores during functionality.	
Reference letters from clients (current and previous).	NO	Non submission will lead to lower scores during functionality.	

6. Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to the following:
 - 6.1 Extend the validity period of the bid after closing date of bids and
 - 6.2 Amend any bid conditions before the closing date of the bid.

7. Bids are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2022.

8. The bidder hereby offers to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this bid document.

9. Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified, be submitted with the Bid.

10. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the bid.
11. This bid and its acceptance shall be subject to the terms and conditions contained in this bid document.
12. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
13. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
14. **Legal Implications** – The successful service provider/s must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.
15. **Counter conditions** – Bidder's attention is drawn to the fact that amendments to any of the special conditions by bidders will result in invalidation of such bids.
16. **Prohibition of Restrictive Practices** – In terms of Section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerned 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:
 - 15.1 directly or indirectly fixing a purchase or selling price or any other trading condition;

- 15.2 dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or
 - 15.3 collusive bidding.
17. If a bidder(s) or contractor(s), in the judgement of the purchaser, has/have been engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
18. **Fronting** – The Department of Sport, Arts and Culture supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Sport, Arts and Culture condemns any form of fronting.
- 18.1 The Department of Sport, Arts and Culture in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to be determine the accuracy of the representation made in bid documents.
- 18.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- 18.3 Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Sport, Arts and Culture may have against the bidder/contractor concerned.

19. **Compulsory Briefing Session**

A compulsory briefing session will be held on Tuesday, 10 March 2026:

Time: 08:30 AM to 10:00 AM. Bidders arriving after 08h45 AM will not be allowed to form part of the compulsory briefing session, bidders are encourage to arrive early.

Department of Sport, Arts and Culture

Mervin J Erlank Sport Precinct Building (MJESP)

Address: 19 – 24 Recreation Road, Florianville, Kimberley, 8301.

Venue: Library Depot – Training Room.

20. **Availability of bids**

✓ **Department of Sport, Arts and Culture's Website:**

<http://dsac.ncpg.gov.za/index.php/tenders>

✓ **National Treasury E-Portal:**

<https://www.etenders.gov.za>



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

EVALUATION CRITERIA

**APPOINTMENT OF A SERVICE
PROVIDER TO RENDER PHYSICAL
SECURITY SERVICES TO THE
DEPARTMENT FOR THE PERIOD OF
THREE (3) YEARS**

NCDSAC-004-2025/26



DEPARTMENT OF SPORT, ARTS AND CULTURE

For SCM Enquiries please contact the Manager: Supply Chain Management

19 -24 Recreation Road, Florianville, Kimberley, 8301

E-mail: hnieuwenuizen@ncpg.gov.za

Cell: 082 605 4028

For Technical Enquiries please contact the Manager: Security Management

19 -24 Recreation Road, Florianville, Kimberley, 8301

E-mail: pmxinzeleli@ncpg.gov.za

Cell: 075 275 3510

Evaluation Criteria

Bids will be evaluated in accordance with the Department's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

The evaluation of bids will consist of the following three (3) stages:

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality	Price and Specific Goals
Compliance with mandatory and other bid requirements. Bidders that do not comply with the compulsory requirements will be automatically eliminated. (Refer to conditions and undertakings of bidders, point 5.31)	Bids will be assessed to verify bidder's capability and ability to execute the contract. Bidders scoring less than 70 points during this stage of the evaluation will be eliminated and shall not be considered.	The bid will be subjected to the Preferential Procurement Regulations, 2022.

Stage 2: Technical Evaluation Criteria

A total of 70 points are allocated for functionality evaluation according to the following criteria:

Description/Criteria	Weight	Documentary Evidence/ Scoring guideline	Value
<p>1. Experience and Expertise in providing physical security services.</p> <p>Experience of the company with respect to rendering physical security services with fifty four (54) physical security guards, OR more physical security guards.</p>	40	<p>The bidder should provide proof of previous relevant experience.</p> <p>Bidders to attach signed reference letters from previous clients / customers specific to physical security services and patrolling.</p> <ul style="list-style-type: none"> (i) Five or more relevant references (ii) Four relevant references (iii) Three relevant references (iv) Two relevant references (v) Less than two references <p>The reference letters must be on client letter head. The reference letter must contain the following Information:</p> <ul style="list-style-type: none"> (i) Physical address where the service was rendered. (ii) Contact details (email address, land line, cell phone). (iii) Duration, value and the total number of physical security guards as per the contract. (iv) Contract Performance. 	<ul style="list-style-type: none"> 4 = 40 3 = 30 2 = 20 1 = 10 0 = 0

<p>2. Technical Team</p> <p>An experienced technical team allocated to this project</p>	20	<p>All personnel provided by the service provider for this contract must have undergone and passed a security training course as prescribed by the PSIRA (Act 56 of 2001) as well as Board Notice 23 of 1994 (Copies of Grading Certificates of personnel be submitted).</p> <p>The leading Project Manager CV with minimum of five (5) years' relevant security provision experience and a possible security services qualification.</p> <p>Supervisor with 3 years relevant supervisory security experience.</p>	<p>1 = 10</p> <p>1 = 10</p>
<p>3. Financial ability to execute the contract</p>	20	<p>The responding bidder must show financial capacity to deliver a sustainable service for the duration of the contract:</p> <p>Submission of:</p> <ul style="list-style-type: none"> (i) Annual financial statements for the past two (2) financial years i.e. 2022/2023 and 2023/2024. Including statement of comprehensive income, statement of financial position, statement of cash flow and accompanying notes; or (ii) Signed bank confirmation of credit facility (not older than three (3) months or (iii) Signed bank guarantee letter (not older than three (3) months. <p>The following functionality criteria will apply based on the above mentioned documentation submitted:</p>	

		<p>A) Supplying a R1,000,000.00 financial guarantee/overdraft facility/cash and cash equivalents</p> <p>B) Supplying a R750,000.00 financial guarantee/overdraft facility/cash and cash equivalents</p> <p>C) Supplying a financial guarantee/overdraft facility/cash and cash equivalents of less than R750,000.00</p>	<p>2 = 20</p> <p>1 = 10</p> <p>0 = 0</p>
4. Locality	20	<p>Indicate and provide proof if your company has a functional local office within the Northern Cape.</p> <p>The company is based outside of the Northern Cape Office.</p> <p>(Proof of municipal account/signed lease agreement reflecting the name and business address as per FICA requirements (not an affidavit) must be attached.</p>	<p>2 = 20</p> <p>1 = 10</p>
Total points	100		

Any bidder who does not meet the minimum threshold of 70 points will be eliminated, and will not be considered. For the purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. The Department of Sport, Arts and Culture reserves the right to request bidders that have met the 70 points threshold to make presentations.

Information to be provided for Specific Goals:

HDI and Specific Goals:	Documentation to be submitted by bidders to validate their claim for Specific Goals Points:
An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by youth	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report

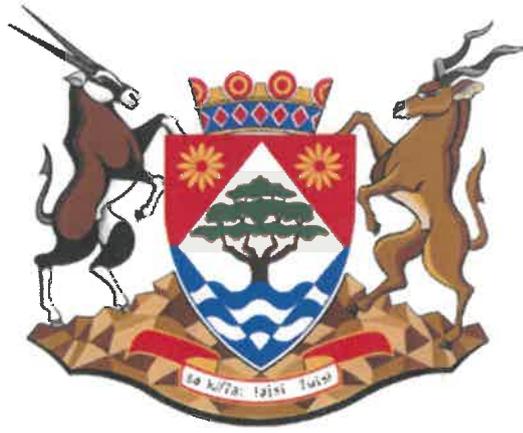
<p>An EME or QSE which is at least 51% owned by people with disability</p>	<ul style="list-style-type: none">✓ Certified copy of ID (Mandatory) or;✓ Certified copy of Medical Certificate or;✓ Certified copy of South African Social Security Agency (SASSA) registration or;✓ Medical certificate/ South African Revenue Services disability registration✓ Certified copy of National Council for Persons with Physical Disability in South Africa Registration (NCPDPSA)✓ Certified copy of CIPC (Company Registration Documents) and✓ Latest Central Supplier Database report.
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Signature.....

Date.....

Print Name.....

On behalf of the tenderer (duly authorized)



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

BID PRICING SCHEDULE

(ANNEXURE G – FORM OF OFFER AND ACCEPTANCE)

**APPOINTMENT OF A SERVICE PROVIDER
TO RENDER PHYSICAL SECURITY
SERVICES TO THE DEPARTMENT FOR
THE PERIOD OF THREE (3) YEARS**

NCDSAC-004-2025/26



ANNEXURE G
(Form of Offer and Acceptance).

PRICING SCHEDULE

DEPARTMENT:	DEPARTMENT OF SPORT, ARTS AND CULTURE
RFB NO:	BID NCDSAC-004-2025/26
RFB NAME:	APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY SERVICES TO THE DEPARTMENT FOR THE PERIOD OF THREE (3) YEARS
BIDDER NAME	

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for [BID NCDSAC-004-2025/26](#) contains the financial response templates for the bid. The bid pricing submission/schedule instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

1.1 The financial response template consists of the following sheets:

- 1.1.1 Frances Baard District;**
- 1.1.2 Other Districts;**
- 1.1.3 Total Pricing.**

2. INSTRUCTIONS FOR COMPLETION OF EXCEL SPREADSHEETS

- 2.1 Complete Bidders Name - Highlighted in green
- 2.2 Frances Baard District - Column C, Category: Base price (**highlighted in green**) per security guard per month will be used as input cells. The bidder will insert his/her price per month (**all inclusive**)
- 2.3 Other Districts - Column C, Category: Base price (**highlighted in green**) per security guard per month will be used as input cells. The bidder will insert his/her price per month (**all inclusive**)
- 2.4 Total Pricing - Column E9, Include the price (**highlighted in green**) for public liability insurance for a period of three (3) years. The sheet with automatically calculate all the pricing (E3, E4, E5, E6 and E12)

1. FRANCES BAARD DISTRICT - GRADE C/D/E

1.1 MERVIN J ERLANK SPORT PRECINCT (HEAD OFFICE)			TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
4	1		R0,00	R -	R -
4	1		R0,00	R -	R -
4	1		R0,00	R -	R -
1	1		R0,00	R -	R -
13			R0,00	R0,00	R0,00

1.2 MINISTRY OFFICE OF THE MEC			TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
2	1		R0,00	R -	R -
2	1		R0,00	R -	R -
2	1		R0,00	R -	R -
6			R0,00	R0,00	R0,00

1.3 MAYIBUYE CENTRE			TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
3	1		R0,00	R -	R -
3	1		R0,00	R -	R -
3	1		R0,00	R -	R -
9			R0,00	R0,00	R0,00

1.4 ARCHIVES REPOSITORY			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

1.5 NC THEATRE			TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
2	1		R0,00	R -	R -
2	1		R0,00	R -	R -
2	1		R0,00	R -	R -
6			R0,00	R0,00	R0,00

1.6 AR ABASS STADIUM			TOTAL		
NO. OF SECURITY GUARDS	SHIFTS PER MONTH	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
2	1		R0,00	R -	R -
2	1		R0,00	R -	R -
4			R0,00	R0,00	R0,00

1.7 BARKLEY WEST LIBRARY			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

1.8 RITCHIE LIBRARY			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

1.9 ROBERT SOBUKWE PRECINCT			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

1.10 GREENPOINT LIBRARY			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

43 Total Security Officers

2. PIXLEY KA SEME DISTRICT - GRADE C/D/E					
2.1 PIXLEY KA SEME DISTRICT OFFICE			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

3. ZFM DISTRICT - GRADE C/D/E					
3.1 SANDILE PRESENT (ZFM DISTRICT OFFICE UPINGTON)			TOTAL		
NO. OF SECURITY GUARDS	DAILY (MONDAY - FRIDAY)	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1			R0,00	R0,00	R0,00

3.2 STERNHAM LIBRARY GROBLERSHOOP - GRADE C/D/E					
NO. OF SECURITY GUARDS	DAY & NIGHT	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
3			R0,00	R0,00	R0,00

4. NAMAKWA DISTRICT OFFICE (BESGSIG) - GRADE C/D/E					
NO. OF SECURITY GUARDS	DAY SHIFT ONLY	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
3			R0,00	R0,00	R0,00

5.1 JTG DISTRICT OFFICE (MS KITCHEN) - GRADE C/D/E					
NO. OF SECURITY GUARDS	DAY & NIGHT	BASEPRICE PER SECURITY GUARDS P/M	YEAR 1	YEAR 2	YEAR 3
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
1	1		R0,00	R -	R -
3			R0,00	R0,00	R0,00

43	Total Security Officers - Frances Baard District
11	Total Security Officers - Other Districts
54	Overall Total

PHYSICAL SECURITY SERVICES - PRICING STRUCTURE FOR THE THREE (3) YEARS

YEAR 1 TOTAL	R0,00
YEAR 2 TOTAL	R0,00
YEAR 3 TOTAL	R0,00
TOTAL COSTS FOR THREE (3) YEARS	R0,00

PUBLIC LIABILITY INSURANCE FOR THREE (3) YEARS **R0,00**

PRICE THAT WILL BE USED FOR EVALUATION PURPOSES	R -
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I, the undersigned (Full name and surname)

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Certify that the information as provided in the table above is true and correct (to be recalculated by the Bidder), and understood the above document in full.

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Signature

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Date