

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EDET 294/2023	CLOSING DATE:	21 NOVEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PHYSICAL SECURITY SERVICES AT CLUSTER 9: MAKAPANE'S VALLEY WORLD HERITAGE SITE AND SENWABARWANA SERVICE CENTRE FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM					
19 BICCARD STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS LETSWALO MM		CONTACT PERSON	MR MACHAKA JTT	
TELEPHONE NUMBER	015 293 8769 / 082 802 4189		TELEPHONE NUMBER	015 293 8642 / 071 689 0880	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	LetswaloMM@ledet.gov.za		E-MAIL ADDRESS	MachakaJTT@ledet.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE AS PER 2.3 BELOW.					

20 OCT 2023

PRIVATE BAG X9484
POLOKWANE 0700

LIMPOPO PROVINCE

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 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 EDET 294/2023

Closing Time 11:00 Closing date 21 /11/ 2023

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		APPOINTMENT OF A SERVICE PROVIDER FOR PHYSICAL SECURITY SERVICES AT CLUSTER 9: MAKAPANE'S VALLEY WORLD HERITAGE SITE AND SENWABARWANA SERVICE CENTRE FOR A PERIOD OF THIRTY-SIX (36) MONTHS	R.....

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

*Delivery: Firm/not firm

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

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

Signature.....

Date.....

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.

SBD4

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.

SBD4

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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:

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS		
HDI'S		
1 Black People	7	
2 Women	4	
3 Persons with Disability	2	
SPECIFIC GOALS		
1 Youth	3	
4 Enterprise Located in Limpopo Province	4	
TOTAL	20	

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

- (a) CSD report and/or copy of company CIPC registration certificate.
- (b) Original or Certified Copy of certificate/confirmation of Disability Status.
- (c) Recent Municipal account or Local Authority Letter for confirmation of Local Address (*not older than 3 months*)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**TERMS OF REFERENCE
FOR
PHYSICAL SECURITY SERVICES AT CLUSTER 9:
MAKAPANE'S VALLEY WORLD HERITAGE SITE AND
SENWABARWANA SERVICE CENTRE FOR A PERIOD
OF THIRTY-SIX (36) MONTHS**

**SECURITY SPECIFICATIONS FOR PHYSICAL SECURITY SERVICES AT CLUSTER 9
:MAKAPANE'S VALLEY WORLD HERITAGE SITE AND SENWABARWANA SERVICE
CENTRE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

1. ABBREVIATIONS/ACRONYMS

Abbreviations are as follows and remain constant throughout this document:

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

2. APPLICABLE LEGISLATIONS

- Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Criminal Procedures Act, 1977, (Act 51 of 1977), as amended.
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Control of Access to Public Premise and Vehicles Act, 1985 (Act 53 of 1985)
- National Key Points Act, 1980 (Act 102 of 1980)
- Trespass Act, 1959 (Act 6 of 1959)
- Labour Relations Act, 1995 (Act 66 of 1995)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations

- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- Protected Disclosures Act, 2000 (Act 26 of 2000)
- Intimidation Act, 1982 (Act 72 of 1982)
- Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)
- Public Finance Management Act, 1999 (Act 1 of 1999) and Treasury Regulations
- Preferential, Procurement Policy framework Act No. 5 of 2000
- Compensation for Occupational Injuries and Diseases Act No. 30 of 1993

3. PURPOSE

The purpose of the assignment is to appoint a service provider/s for physical security services at Cluster 9: Makapane's Valley World Heritage Site and Senwabarwana Service Centre for a Period of thirty-six (36) Months.

The protection of departmental staff, visitors and state assets including other valuables at the intended sites against theft, vandalism and any other unlawful act. The protection of the state's officials against internal and external injuries, death, or any offences, including offences referred to in the Criminal Procedure Act, 1977.

4. BACKGROUND

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

5. SCOPE OF SERVICE AT MAKAPANE'S VALLEY WORLD HERITAGE SITE AND SENWABARWANA SERVICE CENTRE

The successful bidder/s must render security services at the below mentioned premises

Site	Number of security guards		Grade	Armed
	Day shift	Night shift		
Makapane's Valley World Heritage Site	02	02	D	01 Armed and 01 unarmed
Senwabarwana Service Centre	01	01	D	01 Armed

6. SERVICE PROVIDER OBLIGATIONS

6.1. The service comprises of the daily physical security requirements at the site as prescribed herein. The number of Security Officers and shifts of duty will vary by the site-specific instruction as determined by the SM.

- ✓ Strict adherence to Basic Conditions of Employment Act.
- ✓ Rights of workers will also form part of the contract between the Department and the appointed Service provider.

6.2. **Minimum Security Officer standards are to be provided by the Service providers as follows:**

6.2.1. All Security Officers must be PSIRA registered and have successfully passed the required PSIRA grading course as is required by the department dependent on the grading required per site. All security officers must have an up-to-date PSIRA registration card on their possession while on duty. Current criminal background checks shall be provided to the SM for all Security Officers working on department Office site by the Information Security Sub-directorate within 1 month after commencement of the contract. The department will conduct vetting on successful service providers and their employees rendering services at the department.

6.2.2. The SP must have an active registration with Private Security Industry Regulatory Authority (PSIRA) and PSIRA Grade A/B registration for all the Directors/owners of Private and Public Companies, all partnership, all trustees of a trust, all members of CC & Sole Proprietor.

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

6.2.4. All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Manager in the site-specific instructions will determine the uniform type. For purpose of this tender, there are two types of uniforms (to be provided by service provider): **Corporate Uniform** comprises matching private uniform for all personnel with security company logo. **Combat uniforms** comprises of same colored uniforms for entire security personnel with the company logo displayed at all times.

6.2.5. All Security Officers that are supposed to possess firearms within the service area must have competency certificate for the handling and use of firearms.

6.2.6. The SP must provide at least two fully complete pairs of uniform every year (within twelve months of each year in the contract).

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

- 6.2.8. All Security Officers are required to read, write and speak English. There may be site-specific requirements for an additional language. This will be determined by the department.
- 6.2.9. Security Officers are to be professional, courteous, friendly and helpful at all times and adhere to Batho Pele principles.

6.3. Hours of duty:

- 6.3.1. All Security Officers will report to work on time and for the shift as designated per site instructions.
- 6.3.2. **No** Security Officer shall be allowed to work more than **12 continuous hours** without time off.
- 6.3.3. **No** Security Officer shall work for more than four days without time off which shall be the minimum of four days for rest to stay alert and perform the required job duties to department's satisfaction.
- 6.3.4. **No** Security Officers are allowed to leave their posts without being properly relieved. It is the Service provider's responsibility to provide continuous uninterrupted security services at the Department.
- 6.3.5. The Service provider will indicate what procedures are being used to confirm that all Security Officers arrive on time for their shifts, posted and self-posted Security Officers.

6.4. Acceptance of the tender is subject to:

- 6.4.1. That the Service Provider shall have not less than **One Million Rand (R 1 000 000 .00)** Liability insurance cover which must be submitted with the proposal.
- 6.4.2. The Service Provider will be held responsible for any damage to or loss of assets suffered by LEDET as a result of the bidder's Security Officers' negligence or willful action in the ordinary execution of their duty.
- 6.4.3. That both the contracting company and its directors providing services on site are cleared in line with Security and Investigation Services security clearance. The security clearance includes criminal record checks by the SAPS and vetting investigation by SSA where necessary. The recommendation from the clearing authorities must be positive for the tender to be accepted. The Service Provider's incidents database developed by Security and Investigation Services in the department and the PSIRA's company's status database will also be considered during the screening process.
- 6.4.4. That the SP will implement all such security measures as the safe performance of the contract may require.
- 6.4.5. That the SP will sign the Service Level Agreement (SLA) with the department.
- 6.4.6. The SP should have an existing and fully operational control room with communication equipment to enable effective security monitoring within reasonable time and security backup.

6.4.7. Some security services rendered to department as per this tender may be terminated or transferred to other sites before the end of the contract; in this case the Service Provider will be notified prior to the termination or transfer of the services due to unforeseen operational requirements.

7. SPECIFICATION FOR STATIC GUARDS

7.1 ACCESS CONTROL (PEDESTRIAN)

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

7.1.2 Technical access control systems such as: turnstiles, mantraps, etc. which require physical guards must be supervised to limit access to only authorized personnel with visibly displayed identification cards.

7.1.3 All visits to the MEC, HOD and other employees will be confirmed telephonically with the employee being visited. Where there is a receptionist desk, the visitor must be directed to the receptionist desk for a visitor's sticker. Where there is no reception desk, the Security Officer will issue a visitor's sticker and record the visitor's particulars in the visitor register. Both situations require employees to escort the visitor from and back to the security and/ or receptionist desk.

7.1.4 After completion of the visit, the signed visitor's sticker must be collected at the receptionist/ security checkpoint prior to the visitor being allowed to exit the site.

7.1.5 Department employees without authorized access cards to a specific site must be treated as visitors and their details recorded in the visitor's register. The Security Officer must ensure all information is legible and accurate

7.1.6 Security services may be necessary at departmental functions, storerooms/ workshops or other special areas. The SM will co-ordinate with the SP to determine the sites and specification in each situation.

8. ACCESS CONTROL (VEHICLE)

8.1 The Security Officer shall control the entry/ exit of vehicles in/ out of the Site. The department and employees vehicles shall have valid parking permits clearly displayed on the vehicle windscreen. Vehicles without permits are to be recorded in the Vehicle Register. Employees working on site must be advised to obtain a parking permit. If they do not have, allow 48 hours to obtain a valid permit.

8.2 When the vehicle belongs to a visitor, the Security Officer must ensure that parking has been arranged by the host prior to allowing the vehicle access to the parking area. (Applicable sites).

8.3 Dispatching and receiving procedures of goods may include specific security responsibilities to be performed by the SO. The SM and the SP will mutually agree in writing on the physical security requirements.

8.4 Similar procedures may be required with any special dispatches/ receipt of valuable goods and/ or services for department. The SM and SP will agree on all specifications in writing.

9. ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS

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

9.2 These procedures are applicable for vehicles as well as pedestrian access to Site.

10. PROCEDURES AND RECORD KEEPING

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

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

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

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

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

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

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

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

11. SEARCH OF PERSONS

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

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

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

11.4 Exception for search:

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

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

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

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

11.5 **Search with consent:**

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

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

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

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

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

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

- a) An employee of the department who refuses to allow his/ her property (or vehicle) to be searched may be detained only if there are reasonable grounds for believing he/ she is in possession of department property.
- b) Visitors who refuse the searching of their vehicles and/ his or her property cannot be arrested unless there are reasonable grounds to believe they are in unlawful possession of the department's property. However, force should not be used unless the Security Officer fears for his life or that of others. Where drivers refuse the search of vehicles entering departmental premises, must be denied access to the premises.

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

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

13. WORKING SHIFTS

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

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

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

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

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

- 15.1 Whenever a location requires more than one-security post and/ or security patrols, the Service provider must provide two-way radio communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times.
- 15.2 Where possible, the department will provide telephones at all security posts to be used for official business calls related to the department only. Under no circumstances are the phones to be used for personal calls by the Security Officers or the Service provider's staff. The Service provider(s) will be responsible for any personal calls made by the Security Officers or their staff.

- 15.3. A phone call register must be maintained at all posts where there are telephones. All calls must be recorded in this register. Costs of all personal and non-work related calls will be recorded from the SP.
- 15.4. All Security Officers will be provided enough torches by the Service provider. The torches will be operational and on hand at all times.
- 15.5. Any equipment required will jointly be agreed upon by the Service provider(s) and the SM per site requirements. The Service provider(s) will provide all required equipment. List of equipments required not limited to the below items:
 - a) Uniform
 - b) Vehicle/s
 - c) Firearms
 - d) Torches/flashlights
 - e) Two-way radio or cell phones
 - f) Baton and handcuffs
 - g) Set of rain suits
 - h) Pepper guns
 - i) Liquid based pepper spray
 - j) Bullet Proof vest
 - k) Hand held metal detectors
 - l) Payroll
 - m) Whistles
 - n) Security Registers (Asset, Visitor, Vehicle, Occurrence books
Pocket books)

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

16. CONTINGENCY PLANS

The Service provider(s) must have contingency plans to cover the following Scenarios:

- 16.1. Labour action / Strike by the Service provider(s) Security personnel.
- 16.2. Provision of extra Security Officers to assist department in the event of labour unrest/ strike situations at the department site.
- 16.3. Provision of extra Security Officers to assist the department in the event of ad hoc security related operations, e.g. ad hoc searching of all vehicles entering or leaving the Department premises, searching of a building, etc.

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

17. PROTECTION SERVICES

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

18. SERVICE PROVIDERS PERSONNEL OBLIGATIONS

- 18.1 Before commencing services at the department site, the SP will provide the SM with the following information and documentation:
 - 18.1.1 List of managers/ supervisors who will authorize services being rendered on the site. This list will include office and after hours/ weekend telephone contact numbers.
 - 18.1.2 Name of Operational Manager or Supervisor who will attend all mandatory security meetings on behalf of the security company. This shall be a person who is knowledgeable and can take decisions where necessary.
 - 18.1.3 List of Security Officers who will be working on a specific site. This list will contain the following information:
 - Name and Surname
 - Valid PSIRA registration number
 - PSIRA grading
 - Identification number
 - Name of training institution
 - 18.1.4 The above list to be updated whenever Security Officer(s) details referred to is changed or any SO are replaced.

19. FIRE

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

20. INVOICES AND PAYMENTS

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

21. GENERAL

- 21.1 The SM will provide the Service provider(s) with a detailed list containing site addresses, contact person's names and telephone numbers of all sites where the Service provider(s) will be required to render physical security services.
- 21.2 The SM will provide lockable facilities wherein the keys can be safeguarded whenever the Security Officers are required to perform key control functions.
- 21.3 If SO forgot his/her ID card or lost it, a temporary access card must be issued for the day only by the Security Admin Officer, a lost ID card will be replaced at applicable rates as adjusted from time to time, payable at the Revenue Office of the department.
- 21.4 Examples of security system are, but not limited to turnstiles, mantraps, CCTV cameras, security patrol clocking system, card readers, etc.
- 21.5 The Service provider(s) will be responsible for immediately reporting any maintenance or repairs that need to be carried out at sites with access control security systems. SM and SP will mutually agree in writing on the reporting of reports to access control security systems.

- 21.6 The department will be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state of repair. The Security Officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the SM and logged in writing on the daily Incident reports.
- 21.7 The SM will be responsible for contract management to ensure that the Service provider renders a security service in accordance with the signed contract and that the standard of service rendered is to the department's satisfaction.
- 21.8 Each site will have a Security Supervisor who will be responsible for liaising with the SO. The security supervisor will also perform daily contract management duties in order to ensure the standard of service rendered is to LEDET's satisfaction. Where the security supervisor is unable to perform these duties, the SP must appoint a suitable replacement to perform those duties.
- 21.9 A suitable facility an office/room or procedures will be provided by the SM, where body searching can be conducted should it be necessary.
- 21.10 The SM will be responsible for repairing all security breaches (holes in fence, broken windows, non-functioning access control systems, etc.) reported within seven working days. Where these security breaches cannot be repaired within this time frame, the SM and SP must introduce contingency plans to ensure that no loses are suffered as a result of the security breach.
- 21.11 The department will ensure there is adequate security and terrain illumination on all sites. Recommendations or problems should be reported to the SP and/or the SM immediately in writing by the SO.
- 21.12 The SM will provide all security points with emergency contact telephone numbers. This will include the SM (or delegates) after hours contact telephone number list. The SM Office, home and cellular phone number will only be available to the SP'S management team and the SM (or delegate).
- 21.13 Where firearms (those of the department employees and visitors) are handed in at security points, the department will provide gun safes in which to safeguard firearms.
- 21.14 The department will provide patrol-clocking systems on particular sites.
- 21.15 The SP must ensure SO are in position of firearm permits and are trained, as per firearm control Act.

22. THE DEPARTMENT'S OBLIGATIONS

22.1 SECURITY JOB DESCRIPTION

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

- 22.1.1 The SM and Service provider(s) will mutually approve the particular job descriptions. No alterations, deletions or additions may be made to the job descriptions without the SM's signature and approval. Permanent alterations to be ratified by means of signatures of all the above-mentioned parties.

22.1.2 Copies of the job description to be distributed as follows:

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

22.1.3 Job descriptions will be reviewed on a regular basis. Any proposed amendments will be negotiated with the SM and the SP.

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

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

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

22.1.7 The job description will contain, but not be limited to the following information:

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

23. HOURS OF DUTY

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

24. GUARD HUTS/SHELTERS AND ABLUTION FACILITIES

- 24.1. The Department will provide suitable guard huts/shelters for the Security Officers at all sites where physical security services are being rendered. The SM will ensure that a table and an appropriate number of chairs are provided in the guard hut/shelter. The department will provide proper toilet facilities. In addition, the SM may provide telephone service at specific security points, programmed only for reception and emergency numbers.
- 24.2. In the event of the department being unable to provide these facilities, the Service Provider(s) may be requested to provide them. Responsibility for providing these facilities will be mutually agreed upon between the Departments and the Service Provider(s). The SM will provide ablution paper, soap and hand towels (or other means to dry one's hands).
- 24.3. Service Provider(s) and their personnel are responsible for maintaining general good housekeeping of all security posts, huts and other facilities within there working areas. For example, no trash on floors or in parking areas, no clogging toilets, no smoking in restricted areas, etc. Any repairs and/or maintenance due to misuse or neglect by the Service Provider(s) personnel will be the financial responsibility of the service Provider and billed appropriately.

25. EVALUATION OF THE BID

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

- 25.1. The bids will be evaluated on four phases:

- Phase 1: Administrative or Pre-check Compliance
- Phase 2: Functionality Criteria
- Phase 3: Site Inspection
- Phase 4: Price and Preferential Points

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

The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax compliance status	Tax status must be compliant
Business registration	Entity must be in business (i.e. active status)

Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.	
In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Compliance to Sectorial Determination 6: Private Security Sector	Bidder's price offer must comply with Sectorial Determination 6: Private Security Sector as published in the government gazette in line with Basic Condition of Employment Act.	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. Total price inclusive of taxes should be clearly indicated on the SBD3.1 form.
Bidders Declaration – SBD 4	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete the Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)
Certified copy of valid Firearms competency certificates for all directors	YES	Must be submitted with the proposal
Proof of company Liability Insurance (attach proof)	YES	Must be submitted with the proposal
Certified copy of valid letter of good standing from PSIRA	YES	Must be submitted with the proposal
Copy of valid PSIRA registration certificate for the company	YES	Must be submitted with the proposal

(NB: Digital certificates are acceptable)		
Copy of valid PSIRA Grade A/B registration for all the Directors/owners of Private and Public Companies, all partnership, all trustees of a trust, all members of CC & Sole Proprietor.	YES	Must be submitted with the proposal
(NB: Digital certificates are acceptable)		
Certified copy of valid good standing with Workman Compensation Fund (COIDA)	YES	Must be submitted with the proposal
Unemployment Insurance Fund (UIF) registration in the name of the company	NO	The successful bidder will be required to comply with the UIF requirements
Certified copy of valid firearm license/s in the name of company	YES	Must be submitted with the proposal
Certified copy of List of company firearms from SAPS or List of company firearms from SAPS with SAPS stamp	YES	Must be submitted with the proposal
Certified copy of valid ICASA Communication radio Licence of the Company (In cases where a third party ICASA License is used, letter of consent or agreement must be attached plus the certified copy of valid ICASA Licence)	YES	Must be submitted with the proposal
Certified copy of valid proof of Provident fund in the name of the Company	YES	Must be submitted with the proposal

NB: The department reserve the right to verify the validity and authenticity of the above documents

25.1.2. Phase 2: Functionality Evaluation

Terms of Reference: Physical Security Services at Cluster 9: Makapane's Valley World Heritage Site and Senwabarwana Service Centre

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve a minimum of **70 points** of the total functionality points in order to be considered for the next evaluation phase

This bid will be evaluated on functionality in terms of the table below:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
1. COMPANY EXPERIENCE Bidders must demonstrate an in-depth experience and expertise in the field of Security Services within Government or Private Sector	Reference letter(s) NB: ➤ Reference letters must indicate the contract period, value, contact details, contract description of service, if the project was completed within stipulated time lines or not and signed by the recipient of service) ➤ Reference letters received without any of the above information will not be considered. ➤ Reference letters indicating irrelevant experience will not be considered and will be allocated <u>0</u> point	Score guide	Points	35
		More than six (6) years' experience	35	
		More than four (4) to six (6) years' experience	27	
		More than two (2) to four (4) years' experience	18	
		One (1) to two (2) years' experience	9	
		No submission of evidence or less than one (1) year experience.	0	
2. SUPERVISOR EXPERIENCE Bidders are required to deploy an experienced PSIRA registered security supervisor to perform daily contract management duties at the site in order to	Curriculum vitae indicating supervisor's years of experience in security services with contactable references	Score guide	Points	15
		For more than five (5) years	15	
		For more than three (3) to five (5) years	10	
		for more than one (1) year to three (3) years	5	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
ensure the standard of service is rendered to department's satisfaction		Below 1 year or No Curriculum Vitae provided	0	
3. SUPERVISOR QUALIFICATION Bidders must deploy security supervisor with relevant qualification in security.	Certified copies of supervisor's qualification(s), i.e. Grade 12, diploma certificates, etc.)	Score guide	Points	10
		Grade A/B, Matric/Grade 12 and Post Matric qualification in Security	10	
		Grade A/B and Matric/Grade 12	5	
		Grade A/B	2	
		Non-submission	0	
4. Financial Capacity Bidders are required to submit proof/evidence to demonstrate financial capacity to render security services to the department.	<ul style="list-style-type: none"> • Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (letter must be signed and not older than three months), or • proof of overdraft facility in the name of business (Bank letter must be signed and not older than three months), or • Proof of company capability to self-fund (i.e. stamped bank statement not older than three months). 	Score guide	Points	15
		R600 001 and more	15	
		R300 001 – R600 000	10	
		Less than R300 000	5	
		No submission of information or letter with no amount	0	
		Score guide	Points	10

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
5. Training and Skills development	<ul style="list-style-type: none"> Certified copies of attendance registers for training <u>or</u> Certified copies of training certificates issued to security officers. 	More than five (5) security officers trained	10	
Bidders must submit proof of security training/s that the security officers have undergone in the past 3 years in the following areas:		One (1) to five (5) security officers trained	5	
<ul style="list-style-type: none"> Code of conduct and new procedures of PSIRA; Access control and CCTV; Procedure and record keeping, and In-depth knowledge on security services; Firearm training; Communication Security; Occupational Health and Safety; Firefighting; Crowd control/management, a Any other security training. 	<p>NB: Attendance register must be on a letter head of the training provider and it must indicate the following:</p> <ul style="list-style-type: none"> <i>Name of the training</i> <i>Date of training</i> <i>Name and surname of trainees and signatures</i> <i>Name of Training facilitator and signature</i> 			
6. Locality	Municipal account / letter <u>or</u> Local Authority Letter <u>or</u> Lease agreement indicating business address.	Score guide	Points	15
Physical Existence of the business in Limpopo Province.		Office /business within Limpopo Province	15	
Bidder to provide business documentary proof from the third (3rd) party to indicate that the company has an operating office/business premises in Limpopo (see item 29)		Office/business outside Limpopo Province	5	
NB: <ul style="list-style-type: none"> The physical address provided will be used for in-loco inspection to confirm locality. 		No submission	0	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
• Misrepresentation on locality will lead to deduction of points.				
TOTAL				100

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

25.1.3. Phase 3: Site Inspection

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

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

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

25.1.3.4. The following would be used to evaluate site inspection of the main contractor:

No.	Criteria for Physical inspection	Weight
1.	Office Infrastructure	2
	a) Existing office structure - (1 points, if not 0 points) b) Office equipment (i.e. computers, printers, cabinets, etc.)- (1 points, if not 0 points)	
2.	Control Room	5
	a) Existing Control within the main office structure – (1 points, if not 0 points) b) The Control Room Operator's ability to contact other guards at the offsite facilities and Police if required. - (1 points, if not 0 points) c) Power supply: two sources of power supply, preferred supply (e.g. electricity) and an alternative ready for use. - (1 points, if not 0 points) d) Communication, i.e. Telephones, with alternative backup communication system dedicated as alternative and independent from the initial service - (1 points, if not 0 points) e) Base radio: receiver and transmitter – (1 points, if not 0 points)	
3.	Security Equipments	36

No.	Criteria for Physical inspection			Weight
Security equipments must be presented to department's officials on the day of the inspection:				
	Security Equipment	Criteria	Points	
a)	Combat Uniform (branded)	More than 8 sets of uniform Four (4) to Eight (8) set of uniform Less than four (4) sets of uniform	5 3 1	
b)	Corporate Uniform (branded)	More than 8 sets of uniform Four (4) to Eight (8) set of uniform Less than four (4) sets of uniform	5 3 1	
c)	Firearms (i.e. hand guns) with valid Licenses	More than 4 fire arms From 2 to 4 firearms Less than 2 firearms No firearm	10 7 2 0	
d)	Branded Security Vehicles and vehicle registration certificate(Natis) in the name of the company	More than 2 vehicles Less than 2 vehicles No vehicles	5 3 0	
e)	Other security equipments	Torches/flashlights Two-way radio or cell phones Baton and handcuffs Set of rain suits Pepper guns Liquid based pepper spray Bullet Proof vest Hand held metal detectors Payroll Whistles Security Registers (Asset, Visitor, Vehicle, Occurrence books Pocket books) Each item is allocated one (1) point, failure to present an item will be allocated zero(0)	11	

NB:

- All Bidders who score less than 34 out of 43 (80%) points on-site inspection will be eliminated.

25.1.4. Phase 4: Price and Preferential Point Scoring System:

25.1.4.1. 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

25.1.5. Phase 3: Price and Preferential Points Scoring System

25.1.5.1. 80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included)]

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

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

where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- a) A maximum of **20 points** will be awarded in accordance with the table below.
- b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Only the tender with the highest number of points scored may be selected for an award.

25.1.5.2. Preferential Points for Specific Goals:

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
	HDI'S		
1.	Black People	7	CSD report
2.	Women	4	CSD report
3.	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1.	Youth	3	CSD report
2.	Enterprises located in Limpopo Province	4	Recent Municipal account <u>or</u> Local Authority Letter for confirmation of Local Address (<i>not older than 3 months</i>)
TOTAL		20	

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

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

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

25.1.6. Definitions

“Historically Disadvantaged Individuals” means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
- (2) Who is a female; and/or
- (3) Who has a disability

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

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and

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disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

“Black People” is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

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

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

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

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

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

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

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

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

26. BID AWARD AND CONTRACT CONDITIONS

- 26.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 26.2. The Department reserves the right to request proof of payment for Security Officers from the contracted Service provider and /or the Security Officer.
- 26.3. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 26.4. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

- 26.5. LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 26.6. No bid may be awarded to any bidder who is not compliant with Unemployment Insurance requirements.
- 26.7. The department reserves the right to award the bid to a bidder who did not score the highest points.
- 26.8. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
 - a) Due to changed circumstance, there is no longer a need for the services tendered for
 - b) If funds are no longer available to cover the total envisaged expenditure, or
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process.
- 26.9. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 26.10. The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 26.11. The contract period will be from the commencement date of the contract.
- 26.12. The department reserves the rights to verify the authenticity of the information provided with SARS, UIF, PSIRA, COIDA, etc.
- 26.13. The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.
- 26.14. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- 26.15. The department reserves the right to award the bid to one or more service providers, wholly or in part or not to award.
- 26.16. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 26.17. The contract shall be concluded between LEDET and the successful service provider(s).
- 26.18. The contract period will be in terms of the acceptance letter.
- 26.19. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.

- 26.20. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 26.21. The department may require the appointed bidder to provide additional security personnel at the sites that will be experiencing high number of guest during the pick season (i.e. Festive season and long public holidays). Security and Investigation Services will determine the number of security personnel required during the pick season. The service provider will be required to quote at the same rate of this bid and Official Purchase Order will be issued separately for the services.

27. CONTRACT ADMINISTRATION

- 27.1. The Service Provider will be required to attend monthly meetings and provide monthly reports.
- 27.2. The service provider must visit the site at least twice a month.
- 27.3. The Service Provider must report to Supply Chain Management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- 27.4. The Service Level Agreement shall be entered into between the successful bidder (herein called the “Contractor”) and the Head of the Department of Economic Development and Tourism or his or her representative (herein called the “department”).
- 27.5. All instructions to the Contractor shall be made by the Head of the Department or his representative.
- 27.6. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

28. BID PRICING INSTRUCTIONS

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

29. LOCALITY

Documentary proof from a third party - municipal account, Local Authority Letter or a signed valid lease agreement must be submitted to corroborate the physical address of the business as indicated on **SBD 1**. Lease agreement must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted. Physical inspection will be conducted to confirm office location of the bidder.

30. NEGOTIATIONS

The department reserves the right to negotiate price with recommendable bidders.

31. BRIEFING SESSION

There will be no briefing session for this bid.

32. CONFIDENTIALITY

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

33. PAYMENTS

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

34. BID VALIDITY PERIOD

All bids submitted by the bidders must be valid for a period of **180 days** from the closing date.

35. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals/Bids by bidders must be hand deposited into:

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

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

36. LATE BIDS

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CONFIDENTIAL

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

37. ENQUIRIES

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

Technical/Specification Enquiries	Bidding Process
Mr Machaka JTT Assistant Director: Physical Security Tel: (015) 293 8642 Cell: 071 689 0880 Email: MachakaJTT@Ledet.gov.za	Ms. Letswalo MM Deputy Director: Supply Chain Management Tel: (015) 293 8769 Cell: 082 802 4189 Email: LetswaloMM@Ledet.gov.za

ANNEXURE A**PRICING STRUCTURE**

Rendering of security services at **Cluster 9: Makapane's Valley World Heritage Site and Senwabarwana Service Centre** for the period of three years from the date of acceptance of tender, in accordance with the attached specification and condition of tender and contract.

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

The following Service is required: -

A twenty four hours security service consisting of:-**Day Shift (06:00 – 18:00)**

Two (02) Armed Security officers, Grade D at R...../officer = R...../Month

One (01) Unarmed Security officers, Grade D at R...../officer = R...../Month

NB: Total price inclusive of all costs and profit per officer.

Night Shift (18:00 – 06:00)

Two (02) Armed Security officers, Grade D at R...../officer = R...../Month

One (01) Unarmed Security officers, Grade D at R...../officer = R...../Month

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

Total Cost:

Year 1	Year 2	Year 3	Total Price
R.....	R.....	R.....	R.....

NB:

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