



TENDER for CONTRACT No.: DRT 01/04/2023

SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET.

TENDER DOCUMENT FOR CONTRACT NO.

The Tender (Tendering Procedures, Returnable Documents),
The Contract (Agreements and Contract Data, Pricing Data, Scope of Work)

JUNE 2023

Issued by:

**The Head of Department
Department of Roads and Transport
Gauteng Province
Private Bag X83
MARSHALLTOWN
2107**

NAME OF TENDERING

ENTITY:.....

ADDRESS:

TEL NO. **FAX NO.**

TOTAL OF PRICES INCLUSIVE OF VAT:

Life Centre Building
45 Commissioner Street

TENDER for CONTRACT No.: DRT 01/04/2023

SECURITY GUARDING SERVICES AT 45 COMMISSIONER STREET, LIFE CENTRE BUILDING.

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TENDER for CONTRACT No.: DRT 01/04/2023

SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET, MARSHALL TOWN.

PART T1: TENDERING PROCEDURES

TENDER NOTICE AND INVITATION TO TENDER

Refer to the published Tender Notice and Invitation to Tender

Part T1.1 Tender Notice and Invitation to Tender

THE GAUTENG PROVINCE, DEPARTMENT OF ROADS AND TRANSPORT REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 01/04/2023	Security guarding services at 45 Commissioner Street, Life Centre building	<p>Venue: Command Centre 37 Corner Village and Loveday Street Johannesburg (Deriek Masoek)</p> <p>Date: 27 October 2023</p> <p>Time: 10h00</p> <p>NB: Failure to attend site briefing will result in disqualification.</p>	<p>Date: 10 November 2023</p> <p>Time: 11h00</p> <p>Tender Box:</p> <p>Gauteng Department of Roads and Transport, Ground floor, Life Centre Building.</p> <p>45 Commissioner Street, Johannesburg.</p> <p>Tenderers are advised to timeously submit documents earlier than closing date to avoid crowding.</p>

			Public in-person bid opening is prohibited. Tenderers are advised to regularly check e-Portal and Departmental Websites for publications and communication regarding bid opening.
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COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit and comply with the following required documents will render the bidder's tender disqualified:

- Roving Supervisor must submit certified copies of grade 12 Senior certificate, Grade A **PSIRA** registration or **PSIRA** registration number. Prospective bidders must be active/in good standing with **PSIRA** before tender closing.
- Area/Site Supervisor must submit certified copies of grade 12 Senior certificate, Grade B **PSIRA** registration or **PSIRA** registration number. Prospective bidders must be active/in good standing with **PSIRA** before tender closing.
- Service Provider must be registered and in good standing/active with **PSIRA**
- Only South African owned companies will be considered for this tender. Identity Document of the owner/s must be provided to confirm citizenship.
- **Complete and sign** SBD 4 and SBD 6.1 which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document.

NB: Bidders who are listed on the National Treasury's register of defaulters and restricted suppliers will be automatically disqualified.

OTHER KEY RETURNABLES:

- Tax registration pin code.
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.

- Certified ID Copies of company members and shareholders (NB: the date of certification must be less than 3 months from the date of the bid closure)
- CSD summary report or MAAA number

FUNCTIONALITY EVALUATION:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The functionality evaluation criteria are outlined in the table below:

Key Personnel (Max 35 points) Bidders must complete T2.3 (form B1 and B2) attached in the bid documents for key personnel and MUST clearly indicate security supervisory guarding experience, project description, duration and contactable references. NB: Failure to complete T2.3 (form B1 and B2) will result in the bidder scoring zero points). Key Personnel must be unencumbered and unique to each tender bid.	Company experience in security guarding services. (Max 50 points) (Failure to submit required contactable reference letters will result in the bidder getting zero points) NB: reference letters must meet the following requirements: <ol style="list-style-type: none"> 1. Client's letterhead 2. Completion date 3. Project description 4. Signed by the client 	Letter of intent to provide public liability insurance or confirmation letter/ policy document. (Max 10 Points) (Failure to submit letter of intent to provide public liability insurance from the registered Financial Service provider will result in the bidder getting zero points. Service providers who already have public liability insurance cover of more or equal to 10% of tender amount must submit confirmation letter/ policy document to claim points.	Bank rating (Max 5 points) (Failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points) NB: The date of issue must be less than 12 months from the date of tender closure.
Roving Supervisor: minimum qualifications: Grade 12 and Grade A PSIRA registration. Experience prior to PSIRA Registration will be considered.	Successfully rendered security guarding services within public or private sector. Bidders must submit reference letters with contactable references. (Max 50 points)	Letter of intent to provide public liability insurance or confirmation letter/ policy document (10% of bid amount) (10 Points) Letter of intent to provide public liability insurance	Rating A: (5 points) Rating B: (3 points) Rating C: (2 points)

<p>Roving supervisor: (Max 20 points)</p> <p>Experience:</p> <ul style="list-style-type: none"> • 10 years or more experience in Roving supervisory guarding services (20 points) • 5 to less than 10 years' Experience in Roving supervisory guarding services (10 points) • 3 less than 5 years' experience in Roving supervisory guarding services in (5 points) • Less than 3 years' experience as Roving supervisory guarding services (0 points) <p>Area/Site supervisor: (Max 15 points)</p> <p>Area/Site supervisor: minimum qualifications: Grade 12 and Grade B PSIRA registration.</p> <p>Experience:</p> <ul style="list-style-type: none"> • 10 years or more experience as an Area/site supervisor 	<ul style="list-style-type: none"> • 3 or more reference letters for contracts successfully completed. (50 points) • 2 reference letters for contracts successfully completed (30 points) • 1 reference letter for contract successfully completed (10 points) <p>NB: The reference letters must be for the contract successfully completed. Contracts not yet completed on the closing date of the tender will not be considered for points allocation.</p>	<p>less than 10% of the bid amount or no letter of intent to provide public liability Insurance. (0 Points)</p> <p>NB: Letter of intent or confirmation letter/ policy document must clearly indicate the following to be considered for points:</p> <p>1. Service description: Security guarding services at Life centre building, 45 Commissioner Street, Marshall town.</p> <p>2. Project reference number: DRT 01/04/2023.</p>	<p>Rating D: (1 points)</p> <p>Rating lower than D (0 Points)</p>
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<p>in security guarding services (15 points)</p> <ul style="list-style-type: none"> • 5 to less than 10 years' experience as an Area/site supervisor in security guarding services (10 points) • 3 less than 5 years' experience as an Area/site supervisor in security guarding services (5 points) • Less than 3 years' experience as an Area/site supervisor in security guarding services (0 points) <p>NB: (Failure to complete B1 and B2 will result in the bidder getting zero points)</p>			
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PRICE AND PREFERENCE POINT SYSTEM EVALUATION:

In terms of Preferential Procurement Regulation of 2022, the Department will be applying the 80/20 preference point system, which is applicable to bids with a Rand value of up to R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 will be allocated for the Specific Goals specified in this tender.

A maximum score of eighty (80) points will be allocated for Price quoted by the Bidder, as per Regulation 4 of PPR 2022. The identified Specific Goals are aligned to the Department's Procurement Development Plan and twenty (20) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

AREA POINTS	POINTS
Price	80
Preference Point – Specific Goals	20
Total points for Price and Preference Points	100

Specific Goals Requirements:

To qualify for Specific Goal points, Bidders must provide evidence of ownership of 51% or more per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.

Bidders who fail to submit valid B-BBEE credentials will forfeit their preference points.

SPECIFIC GOALS	PROOF OF EVIDENCE	POINTS (20)
Race	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1
Women	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points. Doctor's confirmation report/ letter confirming disability must be attached to claim points	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than three (3) months in the name of the bidder or proof of lease agreement in the name of the Lessee signed by both parties.	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	2

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.

- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

NB: The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.

Bidders should note the following:

- Functionality will be scored out of 100 points.
- Where the proposed prices of critical items to be supplied to the Department are considerably less than the expected market price or rates.
- The Department will perform detailed risk analysis prior to the award of the tender.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is ninety (90) days (excluding public holidays). However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

Correspondence

- For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail @ comfort.maswanganyi@gauteng.gov.za / 011 355 7270
- Closing date for enquires:2023
- Bidders to expect responses within 7 days prior to the closing date
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, e-Portal and Departmental Websites for publication of responses and other communication.

Tender Documents

A non-refundable amount of R500 (Five hundred Rand) will be levied per tender document. This amount is payable in debit card only between 09h00 and 15h00 at our Finance Section of the Gauteng Department of Roads and Transport, **located at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg**

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the: 20 October 2023

OR Alternatively

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

Electronic submission of bids will **NOT** be accepted.

Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11h00 on the closing date indicated above.

TENDER for CONTRACT No.: DRT 01/04/2023

SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET, MARSHALL TOWN.

TENDER DATA

. The Conditions of Tender are included in Section T1.3 for the convenience of tenderers.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Description / Comment
F.1.1	The Employer is The Head of Department, Gauteng Province, Department of Roads and Transport
F.1.2	<p>The Procurement Document issued by the Employer comprises the following:</p> <p>PART T1 TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 Standard Conditions of Tender</p> <p>PART T2 RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules and Certificates T2.3 Returnable Schedules Required for Evaluation of Tender Offers</p> <p>PART C1 AGREEMENT AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>PART C2 PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3 SCOPE OF WORK</p>

Clause Number	Description / Comment
F2.1	Only those tenderers who satisfy the PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT and COMPULSORY/MANDATORY TENDER REQUIREMENTS as specified in the Tender Notice and Invitation to Tender are eligible to submit tenders and will be considered responsive.
F.2.7	A clarification meeting will take place at the time and venue as stated in the published “Tender Notice and Invitation to Tender” .
F.2.10.3	Rates and prices are fixed for the first year of the contract and subjected to annual adjustment thereafter. Rates and prices shall be provided in the current (first) year.
F.2.12	No alternative offers will be accepted.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy .
F.2.13.5	The Employer's address and identification details to be shown on each tender offer package are: <u>Address:</u> Department of Roads and Transport, Life Centre Building, 45 Commissioner Street, Johannesburg. <u>Identification Details:</u> TENDER № DRT 01/04/2023 SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET, MARSHALL TOWN.
F2.13.10	Bidders must duly complete and submit all the required pages of the Bid Document. Failure to provide the necessary supporting documentation / evidence required may result in the bidder forfeiting evaluation points or being disqualified, depending on the stipulated evaluation criteria requirements.
F2.13.11	Tenderers are encouraged to initial every page of this tender document in the bottom right hand corner.
F.2.15.1	The closing time for submission of tender offers is as stated in the published “Tender Notice and Invitation to Tender” .
F.2.16.1	The tender offer validity period is 90 days (after closing date for tender).
F.2.23	The tenderer is required to submit with his tender all the forms, schedules and certificates listed in T2.1.
F.3.5	A two-envelope system will not be followed.
F.3.11	Responsive tenders will be evaluated in accordance with the stages of evaluation as stated in the published “Tender Notice and Invitation to Tender” and in accordance with the Preferential Procurement Regulations, 2022.
F.3.11.3	The 80/20 preference point system outlined in Regulation 6 of the Preferential Procurement Regulations, 2022 will be applied during the price and preference point evaluation (per site)
F.3.11.7	The scoring of price will be in accordance with Regulation 6.(1) of the Preferential Procurement Regulations, 2022.

Clause Number	Description / Comment
F.3.11.9	The scoring of functionality will be as stated in the published “Tender Notice and Invitation to Tender” and in accordance with Regulation 5 of the Preferential Procurement Regulations, 2022.
F.3.13	<p>Add the following requirements to the list:</p> <ul style="list-style-type: none"> i. The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; ii. The tenderer has not abused the Employer's Supply Chain Management System; and iii. The tenderer has not failed to perform any previous contract and has been given a written notice to this effect.

TENDER for CONTRACT No.: DRT 01/04/2023

**SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET,
MARSHALL TOWN.**

F.1 Standard Conditions of Tender

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the E-tenders website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Alternative offers will not be accepted

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories are the lead partner, whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Bids will not be opened in the presence of service providers. Tender prices and B-BBEE status level of bids received will be published within 10 days of closure. Service providers are encouraged to check the closing list on the eTender Publication Portal and Gauteng Digital Platform.

F.3.4.3 Make available the record outlined in F.3.4.1 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 two envelope system will not be allowed.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and special goals

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.1.2 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng Province	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	2	

F.3.11.7 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Functionality scoring will be done according to Preferential Procurement Regulations 2022. Tenderers may download the Regulations on the following link: http://www.thedtic.gov.za/wp-content/uploads/PPPFA_Regulation.pdf

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.2 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.3 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.4 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.5 Consultative Forum must be an independent structure from the bid committees.

F3.19.6 The information must be published on the employer's website.

F 3.19.7 Records of such disclosed information must be retained for audit purposes.

TENDER for CONTRACT No.: DRT 01/04/2023

Security guarding services at all GDRT premises

PART 2: RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

This form has been included as an aid to ensure a tenderer's compliance with the completion of the returnable schedules and the inclusion of the required certificates.

SCHEDULE/CERTIFICATE DESCRIPTION	REQUIRED ACTION	TICK IF DONE
RETURNABLE SCHEDULES AND CERTIFICATES		
Form A: Certificate of Authority for Signature	Complete	
Certificate of Good Standing from Compensation Commissioner	Attach	
Bank Details and Bank Rating Certificate/Letter	Complete / Attach	
Public liability cover	Attach	
Tax Compliance Requirements	Attach	
SBD 4: Declaration of Interest	Complete	
SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Complete	
Supporting documents for specific goals	Attach	
Company Registration Documents	Attach	
ID documents of the Principals of the Business	Attach	
Proof Of Registration on the National Centralised Supplier Database (CSD)	Attach	
Record of Addenda to Tender Documents	Complete	
Compulsory Enterprise Questionnaire	Complete	
Form B1-key personnel experience	Complete	
Form B2-key personnel experience	Complete	

TENDER for CONTRACT No.: DRT 01/04/2023

**SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET,
MARSHALL TOWN.**

RETURNABLE SCHEDULES AND CERTIFICATES

FORM A: CERTIFICATE OF AUTHORITY FOR SIGNATURE

FIRM

- 1.1 A "Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Principals of the firm and shall be attached to this page. An example is given below.

JOINT VENTURE / CONSORTIA

- 2.1 The document of formation of the Joint Venture / Consortia shall be attached to this page.
- 2.2 A "Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Principals of each member of the Joint Venture / Consortia and shall be attached to this page.

EXAMPLES OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the Board of Directors passed at a meeting held on

Mr/Ms....., whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for Contract No.: **DRT 01/04/2023** and any contract which may arise there from on behalf of:

.....
(Name of company or JV - block capitals)

SIGNED ON BEHALF OF THE COMPANY/JOINT VENTURE/CONSORTIA BY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

T2.2-B: CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

The Tenderer shall attach to this page an original non-expired Certificate of Good Standing from the Compensation Commissioner.

In the case of a joint venture or consortium, each party shall provide its Certificate of Good Standing.

Similarly, each party shall provide its Compensation Fund Number below.

If the required information is not provided, then the Tender may be deemed to be non-responsive and therefore rejected.

Firm:Compensation Fund No:

Firm: Compensation Fund No:

Firm: Compensation Fund No:

SIGNED ON BEHALF OF THE TENDERER:

.....

T2.2-C: BANK DETAILS

The Tenderer shall provide details of its banker and auditing accountant below.

Bank Details –

Bank Name:

Address:

Account Number:

Contact Person:

Tel No.:

Fax No.:

TENDERERS SHALL SUBMIT A BANK RATING CERTIFICATE/LETTER FOR THE BANK ACCOUNT LISTED ABOVE.

SIGNED ON BEHALF OF THE TENDERER:

.....

CERTIFICATE OF INSURANCE COVER

Note to tenderer: In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided. The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
.....
 - ii) ii) Period of Validity:
.....
 - iii) iii) Value of Insurance:
.....
 - iv) • General public liability Company:
.....
- Value:

SIGNED BY TENDERER:
.....

T2.2-E TAX COMPLIANCE REQUIREMENTS

Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid in order that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

Firm: TCS PIN:

Firm: TCS PIN:

Firm: TCS PIN:

T2.2-F SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

- 2.1 Full Name of tenderer or his or her representative:

.....

- 2.2 Identity Number:

.....

- 2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

- 2.4 Company Registration Number:

.....

- 2.5 Tax Reference Number:

.....

- 2.6 VAT Registration Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / Persal numbers must be

¹ State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

indicated in paragraph 3 below.

2.7 Are you or any person connected with the tenderer presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the tenderer is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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 **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

3.3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.1.2 POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (b) 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
 - (c) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 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 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)
Race	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng Province	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

T2.2-I SUPPORTING DOCUMENTS TO SUBSTANTIATE POINTS CLAIMED FOR SPECIFIC GOALS

valid Identity document, proof of resident, CIPC document and B-BBEE/ sworn affidavit must be attached herein to substantiate points claimed for specific goals as advertised.

T2.2-J COMPANY REGISTRATION DOCUMENTS

Company Registration Documents from the Company Intellectual Property Commission (CIPC) must be attached to this page.

T2.2-K ID DOCUMENTS OF THE PRINCIPALS OF THE BUSINESS

Certified copies of the ID documents of the principals of the business must be attached to this page.
The Principles of the business are as follows:

Form of Business	Principals
Company	The Directors of the company
Close Corporation	The key Members upon whom rests the direction of the affairs of the Close Corporation as a whole
Partnership	The key Partners upon whom rests the direction of the affairs of the Partnership as a whole
Joint Venture / Consortia	The key Partners upon whom rests the direction of the affairs of the Joint Venture / Consortia as a whole
Sole Proprietor	The Sole Owner of the business

Note: The date of certification must be less than 3 months from the date of the tender closure.

T2.2-L

**PROOF OF REGISTRATION ON THE NATIONAL CENTRALISED
SUPPLIER DATABASE (CSD)**

Only suppliers who are registered on the national Centralised Supplier Database (CSD) will be considered for appointment. Proof of registration on the national CSD must be attached to this page.

T2.2-M RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

<p>The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.</p>		
<p>Section 1: Name of enterprise:</p> <p>..</p>		
<p>Section 2: VAT registration number, if any:</p> <p>.....</p>		
<p>Section 3: CIDB registration number, if applicable:</p> <p>.....</p>		
<p>Section 4: Particulars of sole proprietors and partners in partnerships</p>		
Name*	Identity number*	Personal income tax number*
<p><i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i></p>		
<p>Section 5: Particulars of companies and close corporations</p>		
<p>Company registration number</p> <p>...</p>		
<p>Close corporation number</p> <p>...</p>		
<p>Tax reference number</p> <p>...</p>		
<p>Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</p>		
<p>Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.</p>		
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p>		
<p>i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;</p>		
<p>ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;</p>		
<p>iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;</p>		
<p>iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</p>		

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

TENDER for CONTRACT No.: DRT 01/04/2023

**SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET,
MARSHALL TOWN.**

Details of staff shall be provided in T2.3-B1 and B2 (Experience Summaries for all key personnel).

Please note:

- Failure to complete B1 and B2 forms with relevant experience will result in Bidder scoring zero points
- One person must be nominated for only one position.

NB: bidders are allowed to make copies of the B forms to supplement key personnel credentials.

**T2.3-B1: QUALIFICATIONS AND RELEVANT EXPERIENCE OF ROVING SUPERVISOR
(FAILURE TO COMPLETE THIS FORM SHALL MEAN THE BIDDER SCORES 0)**

Name	Date of Birth	Position in team

PROFESSIONAL REGISTRATION AND QUALIFICATIONS

- *Certified copies of professional registration and qualifications must be attached to the tender.*

Registration with professional bodies		Qualifications	
Professional registration body		Description of qualification	
Level of registration		Institution	
Registration number		Date obtained	
Date of registration			

RELEVANT EXPERIENCE

- *List only the projects completed in the last 10 years that are specific to the specified scope of works.*
- *Form to be completed by the candidate for the designated position in team.*
- *Tenderers to add additional copies of this form as necessary to their tender submissions.*

Client & Project No	Project Description	Relevant Experience started	Relevant Experience ended	Value	Position Held	Contact Person and position	Contact No.

Comments: _____

I confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported, and the corresponding responsibilities are truly my own experiences

DATE AND SIGNATURE BY ROVING SUPERVISOR:

DATE: SIGNATURE:

SIGNED BY TENDERER:

**T2.3-B2: QUALIFICATIONS AND RELEVANT EXPERIENCE OF AREA/SITE SUPERVISOR
(FAILURE TO COMPLETE THIS FORM SHALL MEAN THE BIDDER SCORES 0)**

Name	Date of Birth	Position in team

PROFESSIONAL REGISTRATION AND QUALIFICATIONS

- *Certified copies of professional registration and qualifications must be attached to the tender.*

Registration with professional bodies		Qualifications	
Professional registration body		Description of qualification	
Level of registration		Institution	
Registration number		Date obtained	
Date of registration			

RELEVANT EXPERIENCE

- *List only the projects completed in the last 10 years that are specific to the specified scope of works.*
- *Form to be completed by the candidate for the designated position in team.*
- *Tenderers to add additional copies of this form as necessary to their tender submissions.*

Client & Project No	Project Description	Relevant Experience started	Relevant Experience ended	Value	Position Held	Contact Person and position	Contact No.

Comments: _____

I confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported, and the corresponding responsibilities are truly my own experiences

DATE AND SIGNATURE BY AREA/SITE SUPERVISOR:

DATE: SIGNATURE:

SIGNED BY TENDERER:

TENDER for CONTRACT No.: DRT 01/04/2023

**SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET,
MARSHALL TOWN.**

CONTRACT

		Page
	CONTRACT	
PART C1	AGREEMENT AND CONTRACT DATA	C1.2
C1.1	Form of Offer and Acceptance	C1.2
C1.2	Contract Data	C1.6
C1.3	Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) (Section 37(2))	C1.9
PART C2	PRICING DATA	C2.1
C2.1	Pricing Instructions	C2.1
C2.2	Schedule of Quantities	C2.3

TENDER for CONTRACT No.: DRT 01/04/2023

**SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET,
MARSHALL TOWN.**

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET, MARSHALL TOWN.**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered total of the price inclusive of value added tax is:

Life Centre Building
45 Commissioner Street
..... (in words)
(R in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

For the Tenderer:

Signature.....

Name

Capacity:.....

Name of Organisation:.....

Address of Organisation.....

Name of witness:.....

Date and Signature of witness: Date: Signature:

ACCEPTANCE

By signing this part of this form of offer and acceptance, subject to the specific schedule or schedules accepted, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement);
- Part C2: Pricing data;
- Part C3: Scope of work;
- Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Signature:.....

Name:.....

Capacity:.....

Name of Organisation:

Address of Organisation:.....

Name of witness:.....

Date and Signature of witness: Date:..... Signature:

SCHEDULE OF DEVIATIONS

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature:.....

Name:.....

Capacity:.....

Name of Organisation:.....

Address of Organisation:.....

Name of witness:.....

Date and Signature of witness: Date: Signature:

For the Employer:

Signature:.....

Name:.....

Capacity:.....

Name of Organisation:.....

Address of Organisation:.....

Name of witness:.....

Date and Signature of witness: Date: Signature:

C1.2 CONTRACT DATA

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data Provided by the Employer

Clause	Data Item
1	The Employer is The Head of Department, Gauteng Province, Department of Roads and Transport
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is:</p> <p>Name: Mr Samuel Komana</p> <p>The address for receipt of communications is: Life Centre Building,45 Commissioner, Johannesburg, Marshalltown</p> <p>Telephone: 011 355 7077</p> <p>E-mail: Samuel.komana@gauteng.gov.za</p> <p>Address: Private Bag X83; Marshalltown; 2107; Johannesburg</p>
1	The Project is SECURITY GUARDING SERVICES AT Life CENTRE BUILDING,45 COMMISSIONER, JOHANNESBURG, MARSHALTOWN
1	The Period of Performance is three years.
3.5	The location for performance of the Project are the sites/buildings under control of the Department in the Gauteng Province.
3.12	The penalty payable is R 5 000.00 per day subject to a maximum amount of R 500 000.00. refer to scope of works for schedule of offences and penalties imposed.
3.15.1	There are no time based fees included in the Pricing Data (only rates).
5.4.1	The Contractor is required to have professional indemnity insurance in an amount of not less than R 3 million in respect of each claim, without limit to the number of claims.
7.2	The Contractor is required to provide key personnel in accordance with Schedule T2.3A and to complete Schedules T2.3-B1
8.1	The Contractor is to commence the performance of the Services within 14 days of the date that the Contract becomes effective.
8.2.1	The Contract shall be considered to be concluded at the end of the three-year contract period or any extension of this period with no additional costs.
8.4.3 (c)	The maximum period of suspension is 12 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Contractor.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.4	Final settlement is by litigation.
14	Remuneration will be based on progress as supported by deliverables.
C14 A	<p>The Additional Conditions of Contract are:</p> <p>Escalation:</p>

Clause	Data Item
	<p>Given the multi-year nature of components of the Contract, escalation is applicable to the contract in line with annual PSIRA rates published on the gazeete.</p> <p>The value of the invoice shall be increased or decreased by the contract price adjustment factor, rounded off to the fourth decimal place, determined according to the formula:</p> $CPAf = (1 - x) \left[\frac{C_t}{C_o} - 1 \right]$ <p>And CPA = CPAf x Value of work claimed</p> <p>In which the symbols have the following meaning:</p> <p>CPAf = Contract Price Adjustment factor CPA = Contract Price Adjustment "x" is the proportion of the value of work which is not subject to adjustment, and unless stated in an Appendix shall be 0.1</p> <p>"C" is the Consumer Price Index, applicable to the Gauteng area and as published in the Statistical News Release (P0 141.1, Table 4.1) of Statistics South Africa.</p> <p>The suffix "o" denotes the Consumer Price Index applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix "t" denotes the current Consumer Price Index applicable to the month in which the last day of the period falls to which the relevant Service Provider's invoice relates. For this contract a Service Provider's invoice will cover more than one month, for example February and March. The CPI applicable shall be taken as the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the two months.</p> <p>If the CPI relevant to any particular invoice is not known at the time when the invoice is prepared, the Service Provider shall estimate the value of such index. Any correction which may be necessary when the correct index becomes known shall be made by the Service Provider in a subsequent invoice.</p>
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
16	Proof compliance to all South African Labour laws not limited to Labour relations Act No 66 of 1995, Skills Development Amendment Act No 31 of 2003 and Immigration Amendment Act No 13 of 2011, must be provided by the bidder prior to commencement of the contract. Contravention of these acts will result in immediate termination of the contract by the Department and penalties issued against the bidder.

Part 2: Data provided by the Contractor

Clause	
1	<p>The Contractor is:</p> <p>.....</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Cell phone:</p> <p>Facsimile:</p> <p>E-mail:</p>
5.3	<p>The authorised and designated representative of the Contractor is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Cell phone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address:</p> <p>.....</p> <p>.....</p>

C1.3 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) (SECTION 37(2))

THIS AGREEMENT made at

On this the day of in the year between THE
DEPARTMENT OF ROADS AND TRANSPORT

(Hereinafter called "the Employer") of the one part, herein represented by

in his capacity asand delegate of the Employer
in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of
1998,

And

(Hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as and being duly authorised
by virtue of a resolution appended hereto as Annexure C1.3-A;

WHEREAS the Employer is desirous that certain works be done, viz

..... and
has accepted a Tender by the Mandatory for the execution of such works and whereas the Employer and
the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure
compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85
of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. The Service Provider shall execute the work in accordance with the Contract Documents pertaining to this contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either -
 - (a) The date of the Final Certificate issued in terms of Clause 14 of the CIDB General Conditions of Contract (as contained in the "Standard Professional Services Contract", September 2015) (hereinafter referred to as "the GCC"), as contained in C1.2 of the Contract Documents pertaining to this Contract, or
 - (b) The date of termination of the Contract in terms of Clauses 8.4 of the GCC.
3. The Mandatory declares himself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993) as amended by the OHS Amendment Act No 181 of 1993, hereinafter referred to as "The Act", with special reference to the following Sections of The Act:
 - (i) Section 8: General duties of Employers to their employees
 - (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37: Acts or omissions by employees or mandatories
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
 - (v) Other safety regulations, as applicable.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
5. The Mandatory warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

Witnesses: 1.

2.

Names (in capitals): 1.....

2.

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

.....

Witnesses:1.....

2.

Names (in capitals): 1.

2.

ANNEXURE C1.3-A

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) (SECTION 37 (2))**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the board of directors passed at a meeting held on 20.....,

Mr/Ms whose
signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:.....

SIGNATURE OF SIGNATORY:

.....

WITNESS 1 :

WITNESS 2:.....

NAME (in capitals):

NAME (in capitals):.....



TENDER for CONTRACT No.: DRT 01/04/2023

SECURITY GUARDING SERVICES AT LIFE CENTRE BUILDING, 45 COMMISSIONER STREET, MARSHALL TOWN.

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

- 1 The following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work for the activities as defined in the Scope of Work
Quantity:	The number of units of work for each item of the activities
Rate:	The payment per unit of work at which the Tenderer tenders to do the work for the activities
Amount:	The product of the quantity and the rate tendered for an item
- 2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and **not** the quantities given in the Schedule of Activities, will be used to determine payments to the Contractor.
- 3 The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Activities and the quantities finally certified for payment. Work for the activities will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.
- 4 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data and the Tenderer must confirm his acceptance of these amounts and rates.
- 5 If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should the Tenderer indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.
- 6 The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.
- 7 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- 8 The short descriptions of the payment items in the Schedule of Activities are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.

- 9 Subject to the conditions stated in paragraph 8, the rates and lump sums filled in by the Tenderer in the Schedule of Activities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Schedule of Activities, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Schedule of Activities with the Tender Sum.
- 10 In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.
- 11 A Tender may be rejected if the unit rates or lump sums for some of the items in the Schedule of Quantities are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 12 All rates and sums of money quoted in the Schedule of Activities shall be in Rand and whole cents. Fractions of a cent shall be discarded.

C2.2 SCHEDULE OF QUANTITIES

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF ACTIVITIES IN BLACK INK. ALL RATES AND PRICES SHALL EXCLUDE VALUE-ADDED TAX AND SHALL BE PROVIDED IN 2023/24 RATES.

No.	SITE NAME	ADDRESS	COMPLEMENT PER GRADE	GRADE	DAYSHIFT/ NIGHT SHIFT	QUANTITY	RATE/UNIT PRICE	TOTAL FOR 36 MONTHS
A	Area Manager/Roving Supervisor Grade A to oversee all sites							
	1. Life Centre Building	45 Commissioner Street Johannesburg Marshalltown, 2001	Site Supervisor	B	Day Shift	1		
			Site Supervisor	B	Night Shift	1		
			Unarmed Guard	C (C, D and E)	Day Shift	13		
			armed Guard	C (C, D and E)	Day Shift	1		
			Unarmed Guard	C (C, D and E)	Night Shift	4		
			armed Guard	C (C, D and E)	Night Shift	1		
			Panic button linked with control room/SAPS	-	Day and Night shift	2		
			Torches	-	Day and Night shift	5		
			Base Radio	-	Day and Night shift	1		
			2-Way Radio	-	Day and Night shift	7		

No.	SITE NAME	ADDRESS	COMPLEMENT PER GRADE	GRADE	DAYSHIFT/ NIGHT SHIFT	QUANTITY	RATE/UNIT PRICE	TOTAL FOR 36 MONTHS
			Metal Handcuffs	-	Day and Night shift	3		
			Baton Sticks	-	Day and Night shift	5		
TOTAL								

TENDERER'S SIGNATURE_____

SCOPE OF WORKS

1. THE PURPOSE

The protection of Department's property at the intended site (s) against theft and vandalism with appropriate access control measures.

The protection of the Department's officials against injuries, personal threat, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).

2. THE CUSTOMER/CLIENT

Gauteng Department of Roads and Transport

3. APPLICABLE LEGISLATIVE FRAMEWORKS: ACTS AND REGULATIONS

- Constitution of the republic of South Africa, 1996 (Act 106 of 1996)
- Protection of Information Act, 1982 (Act no 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- Criminal Procedure Act, 1977 (Act 51 of 1977)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

- Criminal Procedures Act, 1997, (Act 51 of 1977), as amended
- Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- Trespass Act, 1959 (Act 6 of 1959)
- Information Act, 2002 (Act 70 of 2002)
- 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
- Immigration Amendment Act No 13 of 2011
- National Skills Development Amendment Act No

Note: Should there be any updated version of any stated regulation or standard in this Document; the updated version shall be applicable in practice until further notice.

4. SCOPE OF WORK FOR THE OVERAL PROJECT

Rendering of security services 24 hours per day, 7 days per week.

For a duration of 3 (Three) years.

A total of 19 security officers are required to be deployed at the above mentioned GDRT sites in terms of sections 10(1)(b) of the Security Officers Act (Act 92 of 1987)

5. CONDITIONS OF CONTRACT

The Contractor and his/her employees must sign a “**Declaration of Secrecy**” before Commencement of services.

For the purpose of this Contract, the Contractor must make use of Category “C” D and “E” Security Officers, as defined in the Wage Act and Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

All employees must be registered as Security Officers in terms of sections 10(1) (b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

6. PERSONNEL

6.1 The Contractor must provide the security personnel required for the successful rendering of the service. As follows:

- 6.1.1 Area Manager/ Supervisor will provide monitoring of performance to the site and give overall management to the Security Officers deployed from time to time.
- 6.1.2 Site Security Supervisor (**Grade B PSIRA registration**) are the persons exercising complete site supervision and control over security staff at the site where a security service is rendered by the Contractor.
- 6.1.3 Security Officers (**Grade E, D & C PSIRA registration**) are the persons who shall execute the physical security service (access control and patrols).
- 6.1.4 The contractor must ensure that security officer(s) do not work more than 12 hours without being relieved or rest (doubled shifts are not acceptable).
- 6.1.5 The GDRT Security Management must be informed always when security officer(s) is removed from the site, and valid reasons must be stated.
- 6.1.6 It is the responsibility of the Contractor to ensure that the security personnel always meet the following requirements:

6.2. Roving Supervisor: (Matric/ Grade 12 and Grade A PSIRA registration)

Roving Supervisors must at least have a Grade 12 certificate.

Roving Supervisors must have a good grounding in their post descriptions and duties.

Roving Supervisors must always be capable of leading/controlling and supervising their subordinates.

Roving Supervisors must be able to communicate, read and write in English.

6.3. Security Officers: (Grade C)

Security Officers must at least have a Grade 10.

Security Officers must be able to communicate read and write in English.

Security Officers must be **18 years of age** and older.

6.4. General Manager, Supervisors and Security Officers):

Manager/ Supervisors and Security Officers must have undergone and passed security formal security training;

They must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people;

They must at all times present a dedicated attitude/approach to security issues, which shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them;

They must be registered as Security Officers, as prescribed by the Security Officer's Act, Act 92 of 1987, section 10(1)(b); as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001).

They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State;

They are prohibited from reading documents or records in offices or unnecessary handling thereof;

No information concerning State activities may be furnished to the public or news media by the Contractor and his employees;

The State reserves the right to ascertain from the PSIRA whether the security personnel in service of the company, are registered with PSIRA.

The Contractor undertakes to ensure that each member of his security personnel, will at all times when on duty, be fully equipped in respect of all necessary equipment to execute their responsibility;

A neat uniform (**formal, not combat uniform**), which clearly identify the company, must also include matching raincoats and overcoats.

A clear identification card of the company with the member's photo, identification and file numbers on it, worn conspicuously on his person at all times.

6.5. Security Aids/Equipment

Access Control Registers or Forms

Duty Roster

Posting sheet

Baton stick
Handcuffs and Pouches
Whistles
Pocket book
Pen
Torch (at night)
Two-Way Radio (s)
Metal Detector (hand scanner)
Vehicle Search Mirror (where applicable)

On commencement of the contract, the Contractor must submit to the State representative, proper staff files as well as all appropriate documents of all security personnel in his service.

The appropriate documents shall include, inter alia, the following:

- Scholastic certificates (highest standard obtained)
- Registration certificates from PSIRA
- Training certificates of successfully completed security courses as prescribed by PSIRA.
- Other relevant certificates
- Monthly proof of wages received by employees.

6.6 OCCURRENCE BOOK

PURPOSE

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

COMPULSORY OCCURRENCE BOOK ENTRIES

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

- All listed routine procedures such as patrols undertaken
- Handing over of shifts, etc.

- Mentioning the procedures followed, by whom and the time of commencement.
- These entries must be made clearly legible, with black ink.
- Incidences and special entries must be made with a red ink.

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

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

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

The unlocking or locking of doors or gates, indicating the time and by who locked or unlocked. (Like the GG-vehicle garages, security gates, etc.)

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

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

All visits by Top management/Contractor: **These entries must be done in red ink.**

Officials of the State shall pass on in writing, all additional requests in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side and no pages should be removed from the book. No Tipp-ex allowed in the OB. It is the sole responsibility of the contractor to ensure compulsory workstation is available at the commencement of the contract.

Storage Of Occurrence Books

The **Department** shall be responsible to store the used occurrence books for a period of the service contract and after.

ACCESS CONTROL REGISTERS OR FORMS

PURPOSE

The purpose of the access control register or forms is to have information available at all times regarding pedestrians and vehicles admitted to the site within a specific period, in case occurrences should take place which might lead to a judicial enquiry.

Pedestrian Register/Pedestrian Access Control Form

This register/form must be completed correctly and legibly by the Security Officer on duty and shall make provision for the following:

- 7 Date of visit
- 8 Admission and exit times of the visitor to and from the site
- 9 Surname and initials of the visitor
- 10 Home or work address of the visitor
- 11 Official identity/passport number of visitor
- 12 Name of the person to be visited
- 13 Purpose of the visit
- 14 Signature of visitor
- 15 Signature of security officer

Vehicle Register/Vehicle Form

This register/form must be completed correctly and legibly by the Security Officer on duty and shall make provision for the following:

- 16 Date of visit
- 17 Admission and exit times of the visitor to and from the site
- 18 Surname and initials of the driver
- 19 Home or work address of the driver
- 20 Registration number of the vehicle
- 21 Name of the person to be visited
- 22 Purpose of the visit
- 23 Number of passengers
- 24 Signature of driver
- 25 Signature of security officer

Storage of Pedestrian And Vehicle Registers And Forms

The **State/Security Management** must store (keep safe) the fully entered pedestrian and vehicle registers and forms **for a period the service contract**. After completion of the contract, the Contractor must hand-over all Access Registers and Occurrence Books to the Department Representative

DUTY LIST

PURPOSE

The purpose of the duty list is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty.

DRAWING UP A DUTY LIST

Daily, weekly or monthly duty lists of all security personnel on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.

CHANGES TO THE DUTY LIST

Any change to the duty-list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

TWO-WAY RADIOS

PURPOSE

The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as well as between control on the site and control at the Contractor's headquarters or regional offices.

a. BASE RADIO

- See site specification for more particulars (a cellular telephone may be supplied for vertical communication in addition to a base station or two way radio).

b. HAND-CARRIED RADIOS

- The Contractor, if prescribed in the site specifications must at all times provide hand-carried radios in a good working condition.

CLIENT LIASON

The Security Supervisor must make daily contact with the Departmental representative at the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service.

Once a month, a meeting with the Top Management of the Company must be held and minutes taken, which must be kept by the Departmental representative.

NOTE: No security personnel are allowed to do continuous duty for longer than twelve hours.

LOST ARTICLES

DEFINITION

Lost articles are articles found at the site, for which ownership cannot be established immediately. It must be handed in at the Control Room or to the Departmental Representative.

All lost articles handed in at the control room must be recorded in the occurrence book and in the "lost and found" register after which they must be handed to the departmental representative immediately.

LABOUR UNREST INCIDENTS

DEFINITION

Labour unrest incidents are incidents whereby the Department's personnel on site, or the security personnel, engage in illicit personnel practices such as strikes, unrest and intimidation.

LABOUR UNREST AT THE SITE

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.

When the service is interrupted because of labour unrest or labour dispute by the **security personnel** of the contractor the State reserves the right to terminate the contract.

EXERCISE CONTROL OVER THE SERVICE

Inspection of the service shall be done by supervisory staff at the site as well as by the Contractor him/ herself on at least a weekly basis. The following further points will also be applicable:

- The State reserves the right to check the service rendered by the Contractor at any time, to ensure that the service is rendered in accordance with the conditions or contract and the site specification.
- The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

NOTE:

- The State reserves the right to require from the Contractor without furnishing any reasons, that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The State will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.
- All personnel shortages must be noted down in the occurrence book.

LIABILITY

The Contractor will be held liable for any damage or loss suffered by the State, as a result of the Contractor's own or his employee's negligence or intent, which originated at the site.

INSURANCE

The Contractor must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

PLEASE NOTE

A copy of such insurance contract must be handed to the Departmental representative on commencement of the service;

Evidence that such insurance premium have indeed been paid, must be furnished with the commencement of the contract and thereafter quarterly to the Department Representative.

GENERAL

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

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

The Contractor is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site and form part of the Safety Committee on site.

All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions of contract, will be provided.

The Contractor's personnel must at all times refrain from littering and must keep the grounds and buildings occupied by them, clean, hygienic and neat including their work space. If dogs are used, the Contractor at the end of each shift shall remove their faeces.

Under no circumstance is a security personnel allowed to carry on any trading on site

ADVERTISING

The Contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or to the State buildings on the site of contract or on the periphery without written consent. The Contractor shall not publicly display at the site any article or object, which might be regarded as objectionable or undesirable.

Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed. The Contractor shall be held responsible for the costs of such removal.

PAYMENTS AND PRO-RATA DECREASE OF PAYMENT

If the Contractor at any time does not comply with the conditions of Contract or the site specification, the State reserves the right to adjust payment pro-rata in respect of short postings and/or services not rendered by the Contractor. These adjustments will be made at the end of each month were short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Service Level Agreement.

The stipulation of the Public Finance Management Act 1999 Section 38(1) (f) and 76(4) (b) read together with Treasury Regulation 8.2 applies for payments after the rendering of monthly services.

NOTE: No deviation from, or breach or failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such deviation, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through Gauteng Department of Roads and Transport.

TERMINATION OF SERVICE

The stipulation of Treasury General Condition of Contract Practice Note: SCM 1 of 2003 applies to cases of any failure with any of the conditions of contract, or where an unsatisfactory service is rendered.

The contract will be terminated immediately should the Contractor no longer qualify as a Security Officer in terms of the Security Officer's Act, 1987, (Act 92 of 1987), as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

The contract will be terminated immediately should the Contractor not comply to all requirement and qualifications in terms of the Security Officer's Act 1987 (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001) and if so, he immediately must:

Notify the State thereof; and Remove any of his employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.

Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract it is a specific condition hereof that the government shall have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.

PENALTY CLAUSE

In the event of personnel being provided without standard equipment or without the standard equipment being clean or in working order or not being deployed according to the required procedures, the following penalties shall apply and shall be deducted by the Employer from the fees payable to the Contractor:

PROBLEM	PENALTY
Late posting of guard	15% of applicable shift fee per each 10 minutes accumulative time's number of guards posted late.
Sleeping on duty and / or under the influence of liquor or drugs.	3 times the applicable shift rate times the number of guards sleeping / under the influence of liquor / drugs
Short posting	3 times the applicable shift rate times the number of guards who absconded.
Incomplete standard uniform	3 times the applicable shift rate times the number of guards who is in incomplete uniform
Posting of an unarmed guard instead of an armed one.	3 times the applicable shift rate times the number of armed guard(s) who absconded.
Non posting	Material breach of contractor (Contract shall be terminated with immediate effect)
No communication equipment	Applicable shift rate times one. Also written warning times three – then cancellation of the contractor.
Losses to the Department (Preventative)	Value of loss and one written warning only. If same type of incident happens again at the same site, it might lead to the termination of contract as specific site depending on the circumstances.
Non-attendance of monthly meetings	Written warning times three – then may lead to termination of contract.
Non- submission of weekly report	Cost of one shift (unarmed guard: day shift) and written warning.
No supervisory visits made	Three times rate of a night shift guard per visit not done
No occurrence book entries made	Cost of one shift of an unarmed day shift guard at a specific site
Failure to report an incident	3 times the applicable shift rate of the grade C Guard, times the number of dayshift guards.

Dog not utilized properly	Half of the applicable shift fee.
Non submission of monthly report	Cost of one shift (unarmed guard: day shift) and written warning.
Double Shift	3 times the applicable shift rate of the grade C Guard, times the number of dayshift guards.

The Department may increase or decrease the number of personnel and or equipment required with one month's written notice if circumstances require such changes.

NOTE: Any amendment(s) or waiving from the stipulations of this contract must occur in writing by mutual concern through the Bid Adjudication Committee (BAC). Should the Contractor wish to alienate his rights and liabilities in terms of this contract, he must apply to the Bid Adjudication Committee (BAC) for the possible cession of the contract, which application will only be considered favourably if the Bid Adjudication Committee (BAC) is satisfied that the Contractor's legal successor possesses the ability to render an acceptable service.

AUTHORIZATION

DEFINITIONS

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

- (a) Access control
- (b) Additional services
- (c) Personnel Requirement

(a) ACCESS CONTROL

Purpose

The purpose of access control is to:

- Prevent unauthorized access of pedestrians, vehicles, possession of any dangerous object in to State property in order to safeguard the people, the property and the premises.

(li). Rights and Obligations

In order to safeguard the premises and or vehicles and the contents thereof, as well as the people therein or thereon, the Contractor must:

(ii)(a) Apply the stipulations of the following Act: "Control of Access to Public Premises and Vehicles Act, 1985, Section 2, 3 and 4 as well as;

(ii)(b) Apply the stipulations of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, Act 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, Act 59 of 1983) as well as Section 46, 49, 50 and 51.

(ii)(c) Whilst conducting access control the employees of the Contractor must ensure that:

(ii)(c)(a). No property of the State is removed from the premises without a proper letter of authorization issued and signed by a person authorized by the management of said premises.

(ii)(c)(b) No official vehicle of the State may be removed from the premises without a properly signed and completed trip authorization by a person authorized by the management of the said premises.

(iii)(a) Where Required

Refer to Section 25.1.(c) of this Agreement

(iii)(b) Description of Functions

VEHICLE ENTRANCE

Control the flow of vehicles (no pedestrians allowed at this area).
Conduct searching of all incoming and exiting vehicles.

MAIN ENTRANCE

Control the flow of pedestrians IN and OUT of the premises.
All access control instructions as described in Section 25.1. (a) of this agreement is applicable in all the entrances.

All relevant access control registers must be completed clearly and legibly.

ADDITIONAL SERVICES

Additional Services refers to those services to be rendered at specific points on the premises or special services as described in this **MOA** and consist of:

(b)(I) Patrols

(ii)PURPOSE

The purpose of the patrolling of the premises is to detect any irregularities, which may occur on or around the premises.

(b)(iii) Rights and Obligations

The rights and obligations of conduct for additional services are mutatis mutandis to conditions of contract.

(b)(iv) Description Of Functions

Patrols must be conducted in the following manner:

Patrols must be carried out along the prescribed routes and must be contained in the job description.

The security person must take notice of any irregularities, which may occur, and act according to the paragraphs 3.1 and 3.2, above.

Irregularities, which may occur, are:

Unauthorized persons.

Persons in the act of committing theft, vandalism or any Annexure 1 Contravention of the Criminal Procedure Act, Act 51 of 1977.