



BORDER MANAGEMENT AUTHORITY (BMA) INVITES ALL INTERESTED PARTIES TO RESPOND TO THE REQUESTS FOR EXPRESS OF INTEREST TO BE APPOINTMENT ON A PANEL FOR PROVISION OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS TO ASSIST THE BORDER MANAGEMNT AUTHORITY WITH SECURITY RELATED MATTERS.

Bid Number: H004L2505RFP00034

Suitable and capable service providers are invited to bid to be in the **Panel for provision of Security Services**. The panel will be valid for a duration of 36 months.

The Entity reserves the right to **not award this expression of interest**.

Selection of Services providers will be on the quotation basis from the approved list of service providers that have been successful during the bidding process.

Collection of Bid Documents

The tender documents will be available on the www.etenders.gov.za and www.bma.gov.za websites. The tender documents are for free and must be downloaded from one of the two websites.

Queries relating to the issue of these documents may be addressed to scm.enquiries@bma.gov.za and Mr. Jimmy Sibiya e-mail: jimmy.sibiya@bma.gov.za

Closing date and time

Respondents must submit their proposals on the 30 September 2024 not later than 11h00 am at BMA Tender Box, situated at Reception,

Tshedimosetso House

1035 cnr Francis Baard & Festival Streets

Hatfield, Pretoria, Gauteng

Faxed and Emailed submissions will not be accepted.

Telegraphic, telephonic, telex, facsimile, and late Tender Proposals will not be accepted.

Bidders to submit both electronically copy (USB) and hard copy. Bidders must ensure that both copies are the same. BMA will utilized any of the submitted copies during evaluation hence bidder must ensure that both copies are the same. Service providers are requested to ONLY submit document requested under Administrative and Mandatory stage. Other documents will be requested during quotation stage.

Bidders must comply with the administrative and mandatory criteria to qualify for Panel.

Supply Chain Management Tender/Quotation Standardized Pack

Administrative Compliance

A Bid Evaluation Committee will evaluate each bidder based on compliance with requirements and submission of required documents as indicated in the table below.

BORDER MANAGEMENT AUTHORITY BIDDING FORMS.

PART A	INVITATION TO BID
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION A	NOTICE TO RESPONDENTS REGARDING THE COMPLETION OF FORMS
SECTION B	AUTHORITY TO SIGN
SECTION C	REGISTRATION ON CENTRAL SUPPLIERS DATABASE
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS
SECTION E	OFFICIAL BRIEFING SESSION FORM
SECTION F	DECLARATION OF INTEREST (SBD 4)
SECTION G	GENERAL CONDITIONS OF CONTRACT
SECTION H	SPECIAL CONDITIONS OF CONTRACT
SECTION I	TERMS OF REFERENCE

Mandatory Requirements:

- The bidder must submit proof of valid PSIRA registration for the company. **Attach certified copy of PSIRA certificate**
- Certified Copy of proof of grade A or B security certificate for directors.
- Valid Letter of good standing from PSIRA.
- ICASA valid licence registration certificate under the tendering company.
- Certified copy of UIF registration or proof that it is no longer issued
- Certified copy of registration with Compensation Commissioner (compensation of injuries and diseases letter)
- Certified copy/copies of company director's Identity documents.
- Valid Police Clearance certificate for the directors of the bidding company

Any Bid that fails to meet the mandatory requirements will be deemed non-responsive and therefore will be disqualified from participating in this bidding process.

ADDITIONAL REQUIREMENTS WHICH MAYBE REQUESTED DURING QUOTATION STAGE (NOT THESE BELOW MUST NO BE SUBMITTED WITH TENDER DOCUMENT)

- Certified copy of proof of at least grade C security certificate for security officers.
- Certified copy of proof of at least grade B security certificate for supervisors.
- Certified copy of firearm licenses for the company.
- Certified copy of company liability insurance
- Valid Tax compliance status pin issued by SARS.
- Valid Police Clearance certificate for the security officers

Supply Chain Management Tender/Quotation Standardized Pack

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BORDER MANAGEMENT AUTHORITY					
BID NUMBER:	H004L2505RFP00034	CLOSING DATE:	30 September 2024	CLOSING TIME:	11H00
DESCRIPTION	PANEL FOR PROVISION OF SECURITY SERVICE				
BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX					
BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX Tshedimosetso House 1035 cnr Francis Baard & Festival Streets Hatfield, Pretoria, Gauteng					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON	Jimmy.sibiya@bma.gov.za		
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	scm.enquiries@bma.gov.za	E-MAIL ADDRESS	jimmy.sibiya@bma.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed with an ink pen.
14. Use of correcting fluid is prohibited, bidder may be disqualified.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. For any incomplete form may results in disqualification or non-allocation of points.

Acceptable Proof for Allocation of Points

The specific goals allocated points in terms of this tender	<u>Points</u>	<u>Acceptable Proof for Allocation of Points</u>
Not applicable at this stage		

Right to Award

- Border Management Authority reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part.”
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

PRICE NEGOTIATION

- BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.
- BMA supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the BMA does not support any form of fronting.

REMUNERATION

- The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.
- Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- Payment will be against the key deliverables as set out in section 4 above, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

**SECTION B
AUTHORITY TO SIGN**

BID NO: H004L2505RFP00034

- PANEL FOR PROVISION OF SECURITY SERVICES

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that _____, in his/her capacity as _____, is authorized to make applications on behalf of the Close Corporation /

Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

Specimen signature of the appointed Signatory: _____ .



(Please sign)

Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

SECTION C
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have.
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS

SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO REPRESENTS (state name of bidder)CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION E
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.Site/Building/Institution

Involved:

Tender Reference No:

Service/Work: - **PANEL FOR PROVISION OF SECURITY SERVICES**

***** This is to certify that

(bidder's representative name)

On behalf of (company name) _____ -

Attended the Briefing on _____/_____/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ____/____/_____

Name of Entity or Public Entity Representative

(PRINT NAME)

**SECTION F
SBD 4
BIDDER'S DISCLOSURE**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	
NO	

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

Full Name	Identity Number	Name of State institution

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

YES	
NO	

2.2.1 If so, furnish particulars:

.....

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

2.3.1 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? (please declare all companies under the directors names on CSD, declare using MAAA numbers as listed on CSD)

YES	
NO	

2.3.2 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid.

SECTION G

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- a. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- c. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for

inspection by a representative of the Entity or an organization acting on behalf of the Entity.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

11 Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 11.2 Upon appointment by the Head of Entity the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

12 Transportation

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

13 Incidental Services

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

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

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

14 Spare parts

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

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

15 Warranty

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

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

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

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

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

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments.

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national Entity, provincial Entity, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an

emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22 Penalties

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

23 Termination for default

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- a. the name and address of the supplier and / or person restricted by the purchaser;
- b. the date of commencement of the restriction
- c. the period of restriction; and

d. the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

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

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either

the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28 Limitation of liability

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

- i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

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

30 Applicable law

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

32 Notices

32.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33 Taxes and duties

33.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Entity must

be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

34 National Industrial Participation (NIP) Programme

34.1 The NIP Programme administered by the Entity of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

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

**SECTION H
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

CONTRACT PERIOD

The contract period is 36 Months.

EVALUATION CRITERIA

There are Two main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and Mandatory requirements.

Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz AnnexureA, Part A-section K. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

The following documentation must be submitted:

Criteria	Yes	No	Remarks
PART A INVITATION TO BID			
PART B TERMS AND CONDITIONS FOR BIDDING (SBD 1)			
SECTION A NOTICE TO RESPONDENTS REGARDING THE COMPLETION OF FORMS			
SECTION B AUTHORITY TO SIGN			
SECTION C REGISTRATION ON CENTRAL SUPPLIERS DATABASE			
SECTION D DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS			
SECTION E OFFICIAL BRIEFING SESSION FORM			
SECTION F DECLARATION OF INTEREST (SBD 4)			
SECTION G GENERAL CONDITIONS OF CONTRACT			
SECTION H SPECIAL CONDITIONS OF CONTRACT			
SECTION I TERMS OF REFERENCE			

Mandatory Requirements:

- The bidder must submit proof of valid PSIRA registration for the company. **Attach copy of PSIRA certificate**
- Copy of proof of grade A or B security certificate for directors.
- Valid Letter of good standing from PSIRA.
- ICASA valid licence registration certificate under the tendering company.
- Copy of UIF registration.
- Copy of registration with Compensation Commissioner (compensation of injuries and diseases letter)
- Copy/copies of company director's Identity documents.
- Valid Police Clearance certificate for the directors of the bidding company

Supply Chain Management Tender/Quotation Standardized Pack

H004L2505RFP00034 SECURITY PANEL

Any Bid that fails to meet the mandatory requirements will be deemed non-responsive and therefore will be disqualified from participating in this bidding process.

ADDITIONAL REQUIREMENTS WHICH MAYBE REQUESTED DURING QOUTATION STAGE (NOT TO BE SUBMITTED WITH THIS TENDER DOCUMENT)

- Certified copy of proof of at least grade C security certificate for security officers.
- Certified copy of proof of at least grade B security certificate for supervisors.
- Certified copy of firearm licenses for the company.
- Certified copy of company liability insurance
- Valid Tax compliance status pin issued by SARS.
- Valid Police Clearance certificate for the security officers

SERVICE PROVIDERS ARE REQUESTED NOT TO SUBMIT ANY OTHER ATTACHMENTS THAT ARE NOT REQUESTED E.G. COMPANY PROFILE, REFERENCE LETTERS ETC

**SECTION I
TERMS OF REFERENCE**

The service will be required for all Border Management Authority Head Office, ports of entry and regions.

The Service Provider will have to:

- Conduct induction to all security guards prior to them assuming duties at all Border Management Authority facilities, in terms of Border Management Authority access control procedures.
- Ensure that premises and guards are visited and inspected during a shift period excluding shift changes. The visits must be entered into the Occurrence Book of every facility/building or site.
- Report any emergencies and possible illegal activities to Border Management Authority Security Manager immediately.
- Command and control all security personnel on duty within Border Management Authority facility under the contractor command.
- Ensure that personnel are deployed on all sites and on time, shall ensure they are in full uniform and in possession of the prescribed working tools such as: Baton Stick, Hand cuffs, torch, two-way radio, pepper spray, whistle valid PSIRA certificate card and Company appointment certificate card.
- Ensure that registers are up to date and available for inspection by Security Manager or delegated Security personnel.
- Submit a monthly report to Border Management Authority regarding all incidents within 5 days after the end of the month.
- Make recommendations to Security Manager with regard to improvement or preventative measures with regard to security issues relating to Buildings, Facilities or Sites.
- Ensure that a supervisor is available at all times and conduct visits regularly as well as surprise visits at least four times a month.

Security Personnel Required

- Border Management Authority require Security Officers (of Grade C) during the dayshift, Security guards for night shift on grade (C) and security guards (of Grade C) on public holidays.
- Border Management Authority would require supervisors where necessary (Grade B and valid firearm competency and training). They shall on day and night shift be available and operate in the control room and provide armed response when required by guards.
- Full time Area manager to be provided by the service provider (Grade A or B with drivers' license) to do overall supervision and conduct night visits/ patrol on-site.

Function of Security Guards:

The security guard on duty at the Entity of Border Management Authority facilities /premises or site must:

- Fill in a daily log sheet indicating, shift start time, shift end time, complete the visitors register – for entrance and exit at all times, always complete laptop registers for all the people that visit the Entity carrying their own laptops.

Managers and Law Enforcement Officials will:

- Conduct hourly inspections known as rounds checks, from within prescribed perimeters of guarded facility.
- Record the results and activities on Occurrence Book at all times.
- Safeguard Border Management Authority's vehicles, equipment, and plant.
- Complete Vehicles register for all outgoing and incoming cars on register and file accordingly.
- Monitor and authorise entrance and departure or exit of visitors to prevent the unauthorised removals of assets or theft of items.
- Record personal details of all visitors on official register.
- Ensure that all visitors entering the premises have appointment and the officials are called to confirm such and escort visitors to offices when required.
- Report all emergencies and possible illegal activities to the designated managers.
- Ensure that no unauthorized person enters the premises.

Special Conditions for Security Personnel:

The following is required from all security personnel:

- Personnel must be dressed in full company security uniform when on duty.
- Guards must be in possession of: whistle, baton stick, hand cuffs, torch , pepper spray, fire arm where required and a two way communication device when on duty.
- Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, Security Grade, employee number and a photo of the employee and shall be signed by the employer as well as employee.
- All personnel must be registered at PSIRA at all times.
- All personnel must have police clearance and may not have a criminal record. A twelve-monthly report regarding the police clearance of all guards must be submitted with the monthly report.
- All guards must have a Grade C security grading certificate and relevant grade where necessary.

General requirements of the Service Provider:

- The service provider must have a 24-hour dedicated and fully operational control room situated within the four BMA regions across the Republic.
- Proof of address must be submitted with the tender documents. (Letter from municipal councillor or Lease agreement or municipal bill)
- The control room will be inspected by a designated official/(s) during evaluation of the tender.
- The control room must have an electronic two-way radio base set and an emergency back-up service. A certified copy of ICASA license must be submitted with the tender.
- The control room must have strict access control and it must be according to PSIRA standards. A PSIRA certificate regarding the control room standard must be submitted.
- Guards must be paid equal to or above required PSIRA salary rates. Proof of salary rates of the service provider must be submitted with tender documents.
- Where necessary security personnel are to be housed in a weather-proof guard house. The guard is to be provided with a desk and chair as well as writing materials/books to record details of his/her shifts in the incident/occurrence book.
- The Service Provider must submit proof of a Public Liability Insurance Policy to the value of discontinued conductivity at least R5 Million providing cover against all claims (including claims related to the use or misuse of firearms), against, Border Management Authority, the Contractor, or its employees.
- The Service Provider must have vehicles in road worthy condition and must submit a certified copy of the registration certificate and road worthy certificate of the vehicle.

Regions where services are required are as follows:

BORDER MANAGEMENT FOUR REGIONS AND HEAD OFFICE			
REGION: NORTHERN REGION			
NO.	PORT NAME	PROVINCE	NEAREST TOWN
1	Beitbridge	Limpopo	Musina
2	Pafuri	Limpopo	Malamulele
3	Giriyondo	Limpopo	Phalaborwa
4	Zanzibar	Limpopo	Alldays
5	Platjan	Limpopo	Alldays
6	Groblersbridge	Limpopo	Lephalale
7	Stockpoort	Limpopo	Lephalale
8	Pontdrift	Limpopo	Alldays
9	Gateway Airport	Limpopo	Polokwane

10	Kopfontein	North West	Zeerust
11	Derdepoort	North West	Zeerust
12	Skilpadshek	North West	Zeerust
13	Swartkopfontein	North West	Zeerust
14	Makopong	North West	Tosca
15	Bray	North West	Tosca
16	Ramatlabama	North West	Mahikeng
17	Makgobistad	North West	Mahikeng
18	Tshidilamolomo Community Crossing	North West	Mahikeng
19	Pilanesburg	North West	Sun City
REGION: EASTERN REGION			
NO.	PORT NAME	PROVINCE	NEAREST TOWN
1	Lebombo	Mpumalanga	Komartipoort
2	Mananga	Mpumalanga	Komartipoort
3	Jeppes Reef	Mpumalanga	Malelane
4	Josefsdal	Mpumalanga	Mbombela
5	Oshoek	Mpumalanga	Ermelo
6	Waverley	Mpumalanga	Ermelo
7	Nerston	Mpumalanga	Armstadam
8	Emahlathini	Mpumalanga	Piet Retief
9	Bothashoop	Mpumalanga	Piet Retief
10	Mahamba	Mpumalanga	Piet Retief
11	Kruger Mpumalanga Airport	Mpumalanga	Mbombela
12	Durban Harbour	KZN	Durban
13	Richards Bay Harbour	KZN	Richards Bay
14	King Shaka Airport	KZN	Durban
15	Sani pass	KZN	Underberg
16	Boesmansknek	KZN	Underberg
17	Kosi Bay	KZN	Manguzi
18	Onverwacht	KZN	Pongola
19	Golela	KZN	Pongola
REGION: CENTRAL REGION			
NO.	PORT NAME	PROVINCE	NEAREST TOWN
1	OR Tambo Airport (Airport terminals,Quarantine, Cargo, Agent building & K9)	Gauteng	Kempton Park
2	Lanseria Airport	Gauteng	Lanseria
3	Waterkloof Airforce Base	Gauteng	Centurion
4	City Deep	Gauteng	Johannesburg
5	Maseru Bridge	Free State	Ladybrand
6	Makhaleng Bridge	Free State	Zastron
7	Sepapushek	Free State	Zastron
8	Vanrooyenshek	Free State	Wepener
9	Peka Bridge	Free State	Cloclan
10	Ficksburg Bridge	Free State	Ficksburg

11	Caledonspoort	Free State	Fouriesburg
12	Monontsha pass	Free State	Puthadithjaba
13	Braamfischer Airport	Free State	Bloemfontein
14	BMA HEAD OFFICE	Gauteng	PRETORIA
REGION: SOUTHERN REGION			
NO.	PORT NAME	PROVINCE	NEAREST TOWN
1	Cape Town Harbour	Western Cape	Cape Town
2	Saldanha Bay	Western Cape	Saldanha Bay
3	Cape Town Airport	Western Cape	Cape Town
4	Mossel Bay	Western Cape	Mossel Bay
5	Port Elizabeth Harbour	Eastern Cape	Gqeberha
6	Port of Ngqura	Eastern Cape	Gqeberha
7	Port Elizabeth Airport	Eastern Cape	Gqeberha
8	East London Harbour	Eastern Cape	East London
9	Qachas Nek	Eastern Cape	Matatiele
10	Ramatsiliso	Eastern Cape	Matatiele
11	Ongeluksnek	Eastern Cape	Matatiele
12	Tele Bridge	Eastern Cape	Sterkspruit
13	Sendilingsdrift	Northern Cape	Port Nolloth
14	Alexander Bay	Northern Cape	Port Nolloth
15	Violsdrift	Northern Cape	Springbok
16	Onseepkans	Northern Cape	Poffader
17	Upington Airport	Northern Cape	Upington
18	Nakop	Northern Cape	Upington
19	Rietfontein	Northern Cape	Upington
20	Gemsbok	Northern Cape	Upington
21	Tweerevieren	Northern Cape	Upington
22	Mc Carthysrust	Northern Cape	Kruman
23	Middelputs	Northern Cape	Kruman

OTHER REQUIREMENTS

- The service provider must be able to commence immediately with the contract after the award has been confirmed and service level agreement signed.
- For the purpose of this bid, the relevant Category of Security Officers will be used, as defined in the Order made in terms of Section of the Labour Relations Act 66 of 1995 as published in the gazette.
- The service provider must pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned of the Order for Security Services Trade.
- All staff members assigned to the project including management shall be subjected to a security clearance. The results of the security clearance will be filed on site and should be available for review after every three months.
- The service provider must provide proof of training/experience and/or a condensed description of the training/experience at the service provider's command, must accompany the bid proposal. If training must still be provided or experience gained, an indication must be given as to when, where and by whom it will be provided.

SECURITY PERSONNEL

It is the responsibility of the service provider to ensure that the security personnel in his/her service and especially those deployed for the rendering of this service, always meet the following requirements:

- Security Officers: Grade C
- Security officers must be able to communicate, read and write in English.

- Security officers may not be younger than 18 years of age.
- Security officers must have a good grounding in their post descriptions and duties.
- Officers who will work in the control room should have computer literacy and be trained accredited operators.

Supervisors and Security Officers

- Supervisors and security officers must have undergone and passed formal accredited security training.
- The security company to ensure that their staff is aware and conversant with the requirements of the Minimum Information Security Standard (MISS) document (available in control room).
- At all times supervisors and security officers must present an acceptable image/appearance which implies, inter alia, that they may not lounge about, smoke or even read newspapers while on duty.
- All security personnel must, always, present a dedicated attitude/approach to their work, which attitude/approach shall imply, inter alia, that there shall not be unnecessary arguments with visitors/staff or discourteous behaviour towards visitors/staff.
- All security personnel must be physically healthy and medically fit for the execution of their duties.
- All security personnel must be registered as required by PSIRA.
- All security staff must sign an undertaking in declaration to refrain from any act which might be to the detriment to the Border Management Authority image.
- Security staff is prohibited from reading documents or records in offices or unnecessary handling thereof.
- No information concerning Entity activities may be furnished to the public or news media by the contractor and his/her employees.
- The Border Management Authority reserves the right to ascertain from SAPS whether security personnel possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered in line with the requirements of the Act.
- The personnel of the service provider must possess security clearance of a minimum of confidential level issued by an institution recognized in Government.

Uniforms/ infrastructure

The service provider undertakes to ensure that each member of his/her security personnel will always, when on duty, be fully equipped in respect of:

- A uniform (corporate clothing) neat and clearly identifiable, which will include matching raincoats and overcoats.
- A clear identification card with the member's photo, always worn conspicuously on his/her person.
- Service aids to be always worn on the person during guard duty, such as:
 - Handcuffs
 - Baton sticks on all facilities
 - Occurrence Books (all reception desks)
 - Pocketbooks for each guard
 - Pen (black & red)
 - Rechargeable Torches with chargers
 - Pepper spray
 - Whistle
 - Radios with chargers
- A reliable response vehicle
- Base Radio: The service provider must provide the radio base for the on-site control room.
- All registers required for this project shall be on the service provider's cost.
- At his/her headquarters the contractor must keep available for inspection by representatives of the Border Management Authority, proper staff files as well as appropriate documents of all security personnel in his/her service that are employed for rendering of the services to the Border Management Authority. The appropriate documents shall include, but not limited to, scholastic, registration, medical certificates and security clearances.
- The service provider must ensure that security aids and all necessary registers are always available at each post where he/she renders a security service in terms of this contract.
- The Border Management Authority reserves the right to inspect all registers or security aids at any given time.

- The service provider shall provide on-site handguns where necessary (either revolvers or pistols) provided with ammunition and rubber bullets for each of the Grade C security guards who are trained in weapon handling and who are on site. The safekeeping of the firearms on site is the responsibility of the tenderer. A register must be maintained to record handing/ taking over notes regarding the condition and quantity of firearms including ammunitions. This will be inspected by the Border Management Authority Security Manager or his/her delegate from time to time.

ADMISSION CONTROL REGISTER OR ADMISSION FORMS

Purpose:

The purpose of the admission control register is to always have information available regarding persons and vehicles admitted to the site within a specific period in case occurrences should take place which might lead to judicial enquiry.

Visitors register/admission control forms:

These register forms must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site.
- Surname and initials of the visitors.
- Home or work address of the visitor
- Name of person to be visited.
- Purpose of visit
- Brand, calibre, and number of firearms of any dangerous objects on visitor's possession (if any)
- Signature of visitor

ROSTER OF DUTY

Purpose:

The purpose of the roster/duty list will be to serve as proof, at all reasonable times that all personnel should be on duty per shift, are indeed on duty. Drawing up a roster/duty list: daily, weekly, or monthly roster of all security personnel on duty must be drawn up by the contractor and kept in the security control office at each site where such service is rendered.

Change to the roster:

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

DUTY SHEET

Purpose:

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contract. The contractor must have available at the site a comprehensive duty sheet per each post including parking basements. The duty sheets will be checked by the Security Manager from time to time as part of quality checks.

ROTATION OF SECURITY STAFF

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

LOST ARTICLES

- Lost articles or articles found at the site and for which ownership cannot be established must be handed in to the Border Management Authority Security Manager.

DAMAGES TO THE STATE PROPERTY AND ASSETS (AND STOLEN ASSETS)

- The staff of the contracted security company must be able to follow the basic procedures immediately when damage or loss to the state property or assets is detected.
- The supervisors must have the ability to investigate and furnish the respective report (i.e. incident report) to the Entity.
- Such detected damage or loss to property or assets including the stolen assets must be reported to the Border Management Authority Security Manager immediately.
- The service provider will be held liable for any damage of loss suffered by the Border Management Authority, as a result of the service provider's own or his/her employees' negligence or deliberate intent.

AUDITING OF SERVICE

- Audit of service shall be done by the service provider on at least a monthly basis whereby the service provider will complete the monthly inspection form, for testing the quality of services and such form to be attached to the monthly report, which will be submitted to the Security Manager.
- The Border Management Authority reserves the right to check the service rendered by the contractor at any time, to ensure that the services are rendered in accordance with the conditions of the contract.
- The Border Management Authority reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. the Border Management Authority 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.
- NOTE: The Entity representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions of Service Level Agreement.
- All personnel shortages must be noted down in the occurrence book. Should security officer/s not be present at work a replacement is required within 2 hours of the commencement of that shift. If a replacement is not viable the amount of absentees shall be deducted from the monthly invoice.

INDEMNITY

The Border Management Authority is indemnified against liability, compensation, or legal expenses in respect of the following cases:

- Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the service provider during the execution of their duties.
- Any claims and legal costs which may ensue from the failure by, or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.
- The service provider shall be notified in writing the Border Management Authority of the particulars of each claim he is liable for, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- A copy of such insurance contract shall be handed to the Entity representative on commencement of the service.

PRO RATA DECREASE OF PAYMENT

- If, at any time, the service is not rendered in accordance with the conditions of contract or the specification, e.g. insufficient security officers provided or the Border Management Authority is not satisfied that the service was of satisfactory standard, therefore led to any loss to the Border Management Authority, the Border Management Authority reserves the right to claim payment from the service provider for such loss.
- Similarly, no departure from or breach of, failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing, through the Border Management Authority.

AMENDMENT AND/OR TERMINATION OF SERVICE

- Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Border Management Authority.
- Should the service provider alienate his rights and liabilities in terms of this contract, the service provider must notify the Border Management Authority immediately in writing so that the necessary steps for the cession of the contract can be taken.

DELIVERY PERIOD:

- List of guards to be employed must be provided within 30 days after being awarded the contract.

EXPECTED OUTCOMES AND DELIVERABLES

The project will be implemented as follows:

- The contractor will be responsible for ensuring that their service meet the quality standards of Border Management Authority.
- The contractor will be responsible for ensuring cleanliness of all BMA offices.
- The contractor should have strong project management skills to ensure that the project stays on schedule, meets quality standards, and stays within budget.
- The contractor should have a customer-focused approach when attending to our project.
- The Border Management Authority reserves the right to conduct a security check or clearance on any or all prospective service providers.

LOGISTICS REQUIREMENTS

Travelling and accommodation costs for the service providers and/or staff (if necessary) during the project will be the expense of the service provide

CONFIDENTIALITY OF INFORMATION

All information shared during this bidding process and implementation of this project should the service provider be appointed, remains the property of BMA, and should be kept with the highest confidentiality and cannot be used or shared for any other purpose.

QUALIFICATION AND EXPERIENCE OF SUPERVISOR INCLUDING CAPACITY

- The team supervisor must have a minimum of grade twelve (12) certificate and NQF level 5.
- A higher qualification (NQF level 6) and supervisory certificates will be added as an advantage.
- The team supervisor must have a minimum of three (3) years supervisory experience in security services industry.
- The service provider must provide a comprehensive CV of the team leader/supervisor indicating relevant experience and a certified copy of the qualifications.

REMUNERATION

- The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.
- Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- Payment will be against the key deliverables as set out in the scope and deliverables, provided professional-level quality standards have been met.
- Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

THE BORDER MANAGEMENT AUTHORITY'S MANAGEMENT OF THE SERVICE PROVIDER

- The successful service provider will be reporting to BMA through the project coordinator.
- The service provider will be required to sign a Non-Disclosure Agreement, which agreement will remain in force after the termination of the Service Level Agreement.
- The service provider will further be required to sign a confidentiality agreement.
- Invoice must be accompanied by signed job card/delivery note and time sheets.

RULES OF BIDDING, RFP SUBMISSION REQUIREMENTS AND EVALUATION RULES OF BIDDING

- The Border Management Authority reserves to itself the right to only appoint and enter into a contractual agreement with one entity or multiple entities for the services required, which entity or entities could be an independent contractor or independent contractors or a company or companies. The appointed entity or entities will be held fully accountable for the delivery against the full terms of the contractual agreement with the BMA.
- The Border Management Authority reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the BMA and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the service provider for the appropriate phase of the project during which appointment was terminated.
- The person or persons proposed for professional work shall remain on the team unless permission is granted by the Border Management Authority to change the individual or individuals. Such permission will only be granted in exceptional circumstances.
- No data derived from the provision of the services under the contract may be used for any purposes except were authorized in writing to do so.
- The costs of preparing proposals and negotiating the contract shall be borne by the service provider and such costs are not reimbursable.
- The Border Management Authority is not bound to accept any of the proposals submitted and reserved the right to negotiate price(s) with the preferred service provider. The service provider may request clarification on these Terms of Reference only during the advertised period. The Border Management Authority will not accept any late submissions.
- All proposals must be submitted to BMA through e-mail before 11h00. Late proposals will not be accepted.

OTHER REQUIREMENTS

- The service provider must be able to commence immediately with the contract after the award has been confirmed and service level agreement signed.
- Clearance certificate for all security officials from South Africa Police Services Security clearance.
- The service provider must pay his/her employees at least a minimum monthly basic wage, as prescribed by Department of Labour.
- The service provider must be able to demonstrate that his or her company or business entity is compliant with the necessary statutory requirements, e.g. Employment Equity Act.
- All staff members assigned to the project including management shall be subjected to a security clearance. The results of the security clearance will be filed on site and available for review after every three months.

SUPERVISORS AND SECURITY PERSONNEL

- All security personnel must, always, present a dedicated attitude/approach to their work, which attitude/approach shall imply, inter alia, that there shall not be unnecessary arguments with visitors/staff or discourteous behaviour towards visitors/staff.
- All security personnel must be physically healthy and medically fit for the execution of their duties.
- All security staff must sign an undertaking in declaration to refrain from any act which might be to the detriment to the Border Management Authority image.
- Security personnel is prohibited from reading documents or records in offices or unnecessary handling thereof.

- No information concerning Entity activities may be furnished to the public or news media by the contractor and his/her employees.
- The security personnel of the service provider must possess security clearance of a minimum of confidential level issued by an institution recognized in Government.

UNIFORMS

- The service provider undertakes to ensure that each member of his/her security personnel will always, when on duty, be fully equipped in respect of:
- A uniform (corporate clothing) neat and clearly identifiable, which will include matching raincoats and overcoats.
- A clear identification card with the member's photo, always worn conspicuously on his/her person room.
- All registers and time sheets required for this project shall be on the service provider's cost.

ROSTER OF DUTY

Purpose:

- The purpose of the roster/duty list will be to serve as proof, at all reasonable times that all personnel should be on duty per shift, are indeed on duty. Drawing up a roster/duty list: daily, weekly, or monthly roster of all security personnel on duty must be drawn up by the contractor and kept in the port commander's office where such service is rendered.
- Any change to the roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

TIME SHEET

Purpose:

- The purpose of a time sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contract. The contractor must have available at the site a comprehensive time sheet per each ablution facilities.
- The time sheets will be checked by the Supervisor from time to time as part of quality checks.

LOST ARTICLES

Lost articles or articles found at the site and for which ownership cannot be Established must be handed in to the Border Management Authority Port Commander or Facilities manager.

DAMAGES TO THE STATE PROPERTY AND ASSETS (AND STOLEN ASSETS)

- The staff of the contracted security services company must be able to follow the basic procedures immediately when damage or loss to the state property or assets is detected.
- The supervisors must have the ability to investigate and furnish the respective report (i.e. incident report) to the Entity.
- Such detected damage or loss to property or assets including the stolen assets must be reported to the Border Management Authority Port Commander immediately.
- The service provider will be held liable for any damage or loss suffered by the Border Management Authority, because of the service provider's own or his/her employees' negligence or deliberate intent.

AUDITING OF SERVICE

- Audit of service shall be done by the service provider on at least a monthly basis whereby the service provider will complete the monthly inspection form, for testing the quality of services and such form to be attached to the monthly report, which will be submitted to the Port Commander.
- The Border Management Authority reserves the right to check the service rendered by the contractor at any time, to ensure that the services are rendered in accordance with the conditions of the contract.
- The Border Management Authority reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. the Border Management Authority 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.
- The Entity representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions of Service Level Agreement.

- All personnel shortages must be noted down in the occurrence book. Should security officer/s not be present at work a replacement is required within 2 hours of the commencement of that shift. If a replacement is not viable the number of absentees shall be deducted from the monthly invoice.

INDEMNITY

- The Border Management Authority is indemnified against liability, compensation, or legal expenses in respect of the following cases:
- Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the service provider during the execution of their duties.
- Any claims and legal costs which may ensue from the failure by, or acts committed by the security personnel against third persons.
- The service provider shall be notified in writing the Border Management Authority of the particulars of each claim he is liable for, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- A copy of such insurance contract shall be handed to the Entity representative on commencement of the service.

PRO RATA DECREASE OF PAYMENT

- If, at any time, the service is not rendered in accordance with the conditions of contract or the specification, e.g. insufficient security personnel provided or the Border Management Authority is not satisfied that the service was of satisfactory standard, therefore led to any loss to the Border Management Authority, the Border Management Authority reserves the right to claim payment from the service provider for such loss.
- Similarly, no departure from or breach of, failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing, through the Border Management Authority.

AMENDMENT AND/OR TERMINATION OF SERVICE

- Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Border Management Authority.
- Should the service provider alienate his rights and liabilities in terms of this contract, the service provider must notify the Border Management Authority immediately in writing so that the necessary steps for the cession of the contract can be taken.