



Province of the

EASTERN CAPE

COMMUNITY SAFETY

Corner Independence Avenue and Circular Drive, Bisho, 5605, Eastern Cape

Private Bag X0057, Bisho, 5606 REPUBLIC OF SOUTH AFRICA Website: www.ecprov.gov.za

REF:5/1/1

TERMS OF REFERENCE

**PROVISION OF PHYSICAL SECURITY GUARDING SERVICES TO THE
DEPARTMENT OF COMMUNITY SAFETY OVER A PERIOD OF THIRTY - SIX (36)
MONTHS**

BID NUMBER: SCMU15-26/27-002

NAME OF BIDDER:

CLOSING DATE: 07 SEPTEMBER 2026

CLOSING TIME: 11H00

Issued by:

Supply Chain Management Unit

Department of Community Safety

Corner Independence Avenue and Circular Drive

Bisho

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INVITATION TO BID

The Department of Community Safety seeks to appoint a suitable, experienced, and capable service provider for the Provision of Physical Security Guarding Services over a period of Thirty-Six (36) months for the Amathole District office.

Interested bidders must meet the following minimum requirements:

- A bidder's valid PSIRA certificate as proof of registration which must be submitted with the bid.
- At least grade C PSIRA certificate for the security guards which must be submitted on appointment.
- At least grade B PSIRA certificate and Standard 10 / Grade 12 for the supervisor which must be submitted on appointment.
- A valid PSIRA registration certificate for the director(s) which must be submitted with the bid.
- Proof of Compensation for Occupational Injuries and Diseases Act (COIDA) with the bid.
- Proof of Public Liability must be submitted with the bid.
- Each bidder must as proof of registration with the National Bargaining Council for Private Security Sector (NBCPSS), provide a letter of good standing with the bid which is indicative of registration with the Health Insurance Provider.
- Each bidder must provide with the bid, a letter of good standing with the Private Security Sector Provident Fund (PSSPF) as proof.
- Each bidder's pricing must comply with NBCPSS rates as per the National Government Gazette no 50065.
- The Service Provider must have been involved in the Physical Security Guarding Services in the Public or Private Sector and must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers in the Public Sector. In the case of a private sector, letters must have been signed by a person at the managerial level.
- The department has designed a template for reference letters sought from the bidder indicative of the client's name, the bidder's name, delivery period(s) and the value thereof which must be submitted with the formal quotes.
Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities.
- The reference letters must be accompanied by the official purchase orders or proof of payment from the relevant institutions with corresponding values.
- Each bidder must have been involved in the supply and delivery of goods/services in the past five (5) years to a cumulative value of fifty thousand-rand (R100 000.00) as proof of financial strength. **Reference letters and**

corresponding purchase orders/ proof of payments will be used to confirm the bidder's claim. Letters of acceptance/ award letters will not be considered as proof for goods delivered/ service rendered.

- Each bidder must provide quotes in all items specified in the pricing schedule.
- Each bidder must as proof of registration with the National Bargaining Council for Private Security Sector (NBCPSS) provide a letter of good standing which can be verified with (NBCPSS).
- Each bidder must provide proof of registration with the Private Security Sector Provident Fund (PSSPF). Section 13A compliance letter must be provided within 30 days from the date of award.

Bid documents will be available from Supply Chain Management office from **07/08/2026** or can be downloaded from the e-tender portal, provincial tender bulletin and departmental website www.safetyec.gov.za. Completed bid documents must be deposited in sealed envelopes into the Bid Box at the Department of Community Safety, Bisho on or before **07/09/2026 at 11h00**, clearly marked: **"PROVISION OF PHYSICAL SECURITY GUARDING SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY OVER A PERIOD OF THIRTY - SIX (36) MONTHS, BID NUMBER: SCMU15-26/27-002"**

The **compulsory briefing session** will be held **Hybrid** at Conner Independence Avenue and Circular Drive, Bisho Central, Bisho, Department of Community Safety also on **Microsoft Teams, 17/08/2026 at 10h00**. **NB: Link will be shared on Departmental Website/ Tender Portal and / departmental communication platforms.**

NB: Bidders must achieve an overall minimum of 30 points or 60% allocated on functionality (30 of 50 points) including minimum points allocated on each criterion to be eligible for the next stage of evaluation. Contract will be awarded based on points obtained for Price and points claimed for Specific Goals only.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID/ FORMAL QUOTATION CONDITIONS:

- (a) The Department's Supply Chain Management Policy will apply. The policy can be accessed from the departmental website for ease of referencing (www.safetyec.gov.za).
- (b) The Department does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- (c) Bids which are late, or submitted by facsimile or electronically, will not be accepted and will render the quotation non-responsive.
- (d) Bids submitted will remain valid for a period of 90 days.
- (e) The supporting documents must remain intact.
- (f) Declaration pages must be fully completed and signed.

(g) The Department of Community Safety shall not do business with any person who is in the service of the state.

The information obtained from bidders will be used solely to evaluate the bids and shall be handled in compliance with the Protection of Personal Information Act (POPIA) of 2013.

Please refer all SCM related enquiries to Mr. A. Mpeta @ awonke.mpeta@safetyec.gov.za and technical enquiries to Mr. B. Ndzwanana at **079 281 7480** / bafana.ndzwanana@safetyec.gov.za during normal office hours viz. 08:00 – 16:30.



Mr. P.F. Mbambo

Head of Department

Date: 28/07/2026

1. TERMS OF REFERENCE

PROJECT NAME: PROVISION OF PHYSICAL SECURITY GUARDING SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS, BID NUMBER: SCMU15-26/27-002.

1.1 BACKGROUND

1.1.1 The Department requires the services of an established, reputable and suitable security service provider to render security guarding services to the Department to minimize physical security risks to departmental assets (personnel and property) and risk of loss or damage to the Department's property, and to manage access control.

The Department wishes to enter in a contract (the contract) based on the terms and conditions as set out in these Terms of Reference, 24 hours a day, seven days a week (including public holidays) in the Amathole District Office:

1.1.1.1 Security Officer Requirements for Amathole District offices in East London. (No 12 ST Georges Road, Southernwood, East London)

- **06h00- 18h00 2 x Day Shift** Security Officers, Grade C with valid PSIRA Certificate and Grade 10/ standard 8 educational certificate.
- **18h00 – 06h00 2 x Night shift** Security Officers Grade C with valid PSIRA Certificate and Grade 10/ standard 8 educational certificate

Total = 4 Security Officers.

1.1.2 In terms of clause 4.2.1 of the Minimum Physical Security Standards (MPSS), the Head of Department is responsible for the physical security of the facilities/ assets of the institution and must ensure the implementation of physical security measures to delay, detect or prevent unauthorised intrusion, and to continuously review physical security measures in order to reflect changes in the environment and take advantage of new cost effective technologies. Similarly, Section 38 (1) (d) of the PFMA further states that, the accounting officer for a department, trading entity or constitutional institution is responsible for the management, including the safeguarding and the maintenance of the assets, and for the management of the liabilities, of the department, trading entity or constitutional institution.

2. EQUIPMENT REQUIREMENTS

- 2.1 Means of communication; two-way radio **(compulsory)** 2x two-way radios per shift per site to maintain communication between the control room (controller), supervision and management on standby.
- 2.2 Registers **(all registers must be originally designed, with numbering)**
 - Occurrence Book,
 - Equipment registers,
 - Gate Control Registers,
 - Visitors register (will be provided by the client),
 - After-hours register (will be provided by the client),
 - Fire-arm and ammunition register (will be provided by the client),
- 2.3 Batons – 1 per security officer
- 2.4 Handheld metal detectors X2 per site/ shift
- 2.5 Handcuff per security officer
- 2.6 Torch/ spotlight per security officer
- 2.7 PSIRA card (must be always carried by the officer in his/her possession)
- 2.8 Company Identification cards (must be always carried by the officer).
- 2.9 Black and red pen for updating the registers

3. COMPLIANCE WITH PSIRA AND BASIC CONDITIONS OF EMPLOYMENT ACT

The performance of the contractor's security officers and the adherent to sector wage determination/ National Bargaining Council) is very important to the department for ensuring proper safeguarding of departmental assets and as well as compliance with security Legislation.

- 3.1 The Service Provider must comply with the requirements of the security Authority (PSIRA) and National Bargaining Council Private Security Sector (NBCPSS) agreements.
 - 3.1.2 This means that when quoting consideration must be made to meet National Bargaining Council agreement price guide for contracting as per designated areas (area 1/ 2 & 3).
 - 3.1.3 Employees must be compensated as per NBCPSS rates, as per designated areas, and the department will verify this (by means of inspections) and if it has been found that employees are underpaid the department will have the right to terminate the contract and claim damages / losses suffered.

NB: No employment and/or hiring of illegal foreign members in any aspect of the security service rendered to DoCS will be allowed. If the State establishes that any illegal foreign members are employed or form part of the Service Provider, the service will be terminated with immediate effect.

4. SERVICE CATEGORIES

Services may generally be divided into the following categories:

- 4.1 Access controls at vehicular gates/security car parks.
- 4.2 Processing (searching) of vehicles, passengers, & everyone entering & leaving the premises to ensure that they don't go out with department's property without (valid) permit / permission.
- 4.3 Searching of designated areas.
- 4.4 Patrol services.
- 4.5 Guarding services.

5. ACCESS CONTROL AT VEHICULAR GATES/SECURITY CAR PARKS

- 5.1 Ensure that the control point / guard room is neat and tidy during shift changes.
- 5.2 Inspect and test all the facilities, escape routes, access control, health & safety facilities and equipment (including security equipment) and report any defects to their supervisors and DoCS Security Manager or designated person.
- 5.3 Security staff must be conversant with normal procedures and permits required to enter all the entry points.
- 5.4 Ensure that drivers and passengers are in possession of valid permits access and leave the premises with or without department's property
- 5.5 Searches on vehicles as specified in the Company (Contractor) operations procedures which are informed by the Department's specification (TOR).
- 5.6 In the event of any doubt or suspicion, contact the Shift Commander and the designated official of the department.
- 5.7 Open the gate and allow people and the vehicle through if all requirements have been met.
- 5.8 Report to the relevant Operations Manager any irregularity noticed at the gate, verbally and in writing.



- 5.9 Assist the driver to enter or exit car park, especially the reserved parking.

6. PATROL SERVICES

Patrol of Site after Hours

- 6.1 Inspect all the parked government vehicles and note any problems (damages, scratches).
- 6.2 Patrol hourly, unless the security level has been increased to level one (every 30 minutes & level two (every 15 minutes).
- 6.3 Complete Occurrence Book (OB) hourly before or after patrol.
- 6.4 Complete the patrol and perform all duties as specified in the Company procedures (which is in line with the Departmental TOR) manual including inspection of the sites, confronting of all suspicious persons and investigation of suspicious objects, checking validity of permits, etc.
- 6.5 Report all incidents by two-way radio to the Shift Commander/ controller and subsequently in writing.
- 6.6 All incidents must be recorded in the OB in a chronological manner.

7. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

The department's premises need to be patrolled and secured, especially:

- 7.1 Movable assets
- 7.2 Cars and car parks
- 7.3 Staff on duty

8. GUARD SERVICES

- 8.1 This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and department's specifics.
- 8.2 All accommodation, facilities and services supplied to the Contractor by the department shall be operated and maintained by the Contractor to the satisfaction of the department.

9. RESTRICTIONS ON ERECTING STRUCTURES AND EQUIPMENT

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- 9.1 The department shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

10. GENERAL REQUIREMENTS WITH REGARDS TO PERSONNEL UPON SIGNING CONTRACT

- 10.1 All security staff shall be properly trained and accredited in accordance with PSIRA requirements, equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA).
- 10.2 All personnel shall be outfitted with uniforms and equipment necessary for the performance of their duties.
- 10.3 The Contractor undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Employer may approve in writing.
- 10.4 If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- 10.5 In such an event, the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer.
- 10.6 Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all requested valid information upon request.
- 10.7 The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area.
- 10.8 The person must be able to communicate in English including a basic understanding of sign language and the department shall be entitled to require the Contractor forthwith to withdraw any employees from the

relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.

- 10.9 The Employer reserves the right to terminate the Contract whenever there is Relocation of Department Offices on the day of Relocation to the New Buildings after the 30 days' notice.

11. OPERATIONAL MANAGERS, SUPERVISORS AND SECURITY GUARDS

11.1 Operational Managers

- a) Operational managers shall be trained to at least Standard Ten (Std. 10/Grade 12) levels and / NQF Level 6 / RVQ 13.
- b) Must have at least PSIRA grade B
- c) At least three (03) years management experience in security environment
- d) Must visit the site at least once every week and submit a full written report every month.

11.2 Supervisors

The security staff employed by the Contractor at the various sites shall satisfy the following conditions:

- e) Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.
- f) Supervisors shall have good grounding in their post descriptions and duties
- g) Supervisors shall always be capable of leading/controlling and supervising their subordinates.
- h) Supervisors shall be able to communicate, read and write in the languages specified above
- i) Supervisors should have at least Grade B Security Supervisor's certificate.
- j) Supervisor must visit the site every shift (especially during shift change) to monitor the security officers and see to it that services
- k) are still rendered as per TOR.

11.3 Security Guards

- a) Security guards shall be trained to at least Standard eight (Std. 8/Grade 10) and be graded at level C with valid PSIRA certificate
- b) Security guards shall be able to communicate, read and write as mentioned above.
- c) Security guards may not be younger than 18 years of age.

12. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY GUARDS

- a) Operational managers shall be trained to at least Standard Ten (Std. 10/Grade 12) levels and / NQF Level 6 / RVQ 13.
- b) Supervisors and security guards shall have undergone and approved to be competent in formal security training approved by PSIRA.
- c) At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people
- d) Supervisors and security guards shall always present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- e) Supervisors and security guards shall be mentally and physically healthy and medically fit for the execution of their duties.
- f) Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- g) Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any unethical and illegal action which might be to the detriment of the Employer.
- h) Supervisors and security guards are prohibited from reading office documents or rummaging through records without permission from the designated official.
- i) No unauthorized information concerning Employers' activities may be furnished to the public or news media by the Contractor or his employees.
- j) The Employer reserves the right to ascertain from the S.A. Police Services & SSA whether security staff in his/her service possesses

clearances, and to ascertain from the PSIRA whether the security staff are registered with PSIRA.

13. SECURITY STAFF ON SITE UNIFORM AND EQUIPMENT

The Contractor shall ensure that each member of his security staff will always when on duty be fully equipped in respect of, but not limited to:

- a) A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- b) A clear identification card from the Contractor, with the member's photo, identification and numbers on it, always worn conspicuously on his person.
- c) The valid PSIRA card as issued by Private Security Regulatory Authority
- d) Alternatively: A clear identification card from the Contractor with the member's identity and file numbers on it, accompanied by his official Identity Document, always worn on his person.
- e) Service aids to be always worn on the body: Baton, Handcuffs, Whistle, Pocket book, Pen, Torch (at night & with working batteries or having fully charged) and Two Way Radio-hand carried.

14.1 GENERAL REQUIREMENTS

- 14.1 The Service Provider must have a positive record with PSIRA registrations and regulations as it will undergo that verification & vetting by State Security Agency before its appointment. Failure to obtain Security Clearance will automatically disqualify the bidder. Consent **MUST** be granted by the bidder as a condition of acceptance to bid. Company and personnel must have positive record with PSIRA.
- 14.2 Adherence to PSIRA requirements, as per sector wage determination (as per designated areas), verification of quotes against PSIRA contracting rate per guard per month.
- 14.3 From time to time the Employer will request the Contractor to furnish the Employer with proof that it is still adhering to PSIRA rates and when there is no adherence the Employer will give notice of seven days to comply, a failure to comply will lead to termination of the contract.
- 14.4 Directors of a Service Provider must have positive security clearance through screening process by State Security Agency (SSA)

- 14.5 Compulsory **control center / room** that is 24 hours operated
- 14.6 Inspection of control room before awarding of a tender
- 14.7 Continuous inspection of adherence to PSIRA requirements (payment of personnel inclusive)
- 14.8 Penalties are applicable in case there is non- compliance to TOR (see clause 25 below for penalties)
- 14.9 At its Headquarters, proper staff files of all security staff in his service that is employed for our service shall be kept up to date by the Contractor and be available for inspections by Employer. The appropriate documents shall include inter-alia, scholastic, registration and medical certificates and security clearances.
- 14.10 The Contractor shall implement an approved control system such as, a clock card/ hourly reporting and calling, to always provide physical evidence of the presence of all employees on site. Data sheets shall be supplied to our representative at our request and shall be submitted with payment certificates.
- 14.11 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 14.12 Employees shall not work more than one 12-hour shift.
- 14.13 The Contractor shall always provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift, supervisors and shift leaders for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 14.14 Bidders shall include schematic diagrams of their command-and-control structure in their bids.
- 14.15 The Contractor shall always have detailed procedure manuals for all security functions available on site. Procedure manuals shall be submitted for the approval of the Employer at the start of the Contract. Approval of the manuals will not relieve the Contractor from any of his obligations under the Contract. Should the Employer discover any deficiencies in the Procedures Manuals after his approval of such Manuals, he may order the contractor to amend the Manuals to his satisfaction at the cost of the Contractor.
- 14.16 The Contractor must establish communication linkage with the police.
- 14.17 The Contractor shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.

14.18 The bidding company must ensure that it has never been liquidated / become insolvent

15. TRAINING OF PERSONNEL

15.1 Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, always, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.

15.2 Upon signing of Service Level Agreement, the Contractor shall submit full particulars, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without the written approval of the Employer.

15.3 New personnel must be mentored by existing personnel to allow for a proper induction phase.

15.4 The Contractor is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency coordinator.

15.5 Should any employee of the Contractor not perform his duties to the satisfaction of the Employer; the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.

15.6 The Employer may perform any tests, as he considers it necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisor and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

16. SUPPLY AND MAINTENANCE OF EQUIPMENT

16.1 All equipment including hand-held metal detectors, extend-eye mirrors, two-way radios, vehicles, and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer and in accordance with the requirements of Minimum Physical Security Standards (MPSS)

17. STAND-BY SUPPORT DUTIES (PREMISES):

17.1 Security Control Centre

17.1.1 The Contractor must provide a fully equipped and furnished Security Control Centre / Room that operates 24 hours a day and seven days a week.

17.1.2 The Security Control Centre must be in radio contact with security staff on site.

17.1.3 The Control Centre shall be always manned

17.1.4 Security officers must report to the Control Centre hourly and the operator in the control room must call officers hourly for situation reporting

NB: A compulsory inspection in loco will be conducted by the department before the award to determine the suitability of control room(s) if they meet security requirements. Failure to meet the security requirements will result in automatic disqualification. (The requirements are as follows: 24-hour operation, can connect to our site (range), there must be availability of all relevant registers etc.).

17.2 A standby vehicle to react to emergencies, supported by members of roaming patrol is required. Instructions are to be issued from the premises/ control room and members of the unit are to respond in terms of the required Act(s).

17.2.1 Security personnel **must be** inspected at least once (x1) per shift by a delegated senior / supervisor not on site) from the service provider and at least once (x1) a week by delegated senior / operational manager.

17.2.2 In the event of a problem/crisis occurring at the site, the Service Provider when notified, **must deploy his/her reaction unit to assist**; at own cost; and

NB: The service provider shall ensure that there is operational control room within 100 km radius from the site/ the site is able to connect to the available control room without difficulties.

18. REGISTERS

NB: The list of registers below and security equipment should always be available on site even when DoCS Security Management visits the site for Loco Inspections/ monitoring anytime.

18.1 Occurrence Book

- 18.1 The purpose of the occurrence book is to give an overall picture of activities within a site and to record all incidents. Inspectors must also record their visits in this register.
- 18.2 The Contractor's security staff on duty shall make the following entries in the Occurrence Book; all listed routine procedures such as patrols undertaken, handing over shifts (all officer's names and signatures must appear), incidents / situations that are not normal, site situation. Entries must be made clearly legible, in blue/black ink, an incident in red.
- 18.3 All occurrences, however, slight or unusual, shall be recorded with reference to the correct time and relevant actions taken.
- 18.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- 18.5 Both (all) officers must endorse the OB as per their patrol reports
- 18.6 The issuing and/or receipt of keys, specifying the time and by whom they were received or delivered.
- 18.7 The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.
- 18.8 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.
- 18.9 After the taking over of shifts, the first level supervisor shall make an entry declaring that he / she has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- 18.10 All visits by second level supervisors and top management.
- 18.11 These entries shall be done in red ink.

Note no 1: 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 initialed on the side. The Contractor shall store the completed (full) Occurrence Books and

pocketbooks, avail them for inspection by departmental officials, until the end of the contract.

Note no 2: Misrepresentation (e.g. to endorse the OB for someone else by faking his/her handwriting, to complete the OB up to the last hour at once), will lead to immediate removal and replacement of affected officers

18.2 Pedestrian Register/Admission Control Forms (Where applicable)

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

- a) Date and time of visit.
- b) Admission and exit times of the visitor to and from the site.
- c) Surname and initials of the visitor.
- d) Home or work address of the visitor.
- e) Official Identity/Passport Number of visitor.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Centre and number of firearms in visitor's possession (if any).
- i) Signature of the visitor.

18.3 Vehicle Register/Forms (Where applicable)

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provisions of the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the site.
- c) Surname and initials of driver.
- d) Home or work address of the driver.
- e) Registration number of the vehicle.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Number of passengers.
- i) Brand, Centre and number of firearm(s) in the vehicle (if any).
- j) Signature of driver.

Security personnel are to check that all relevant details are completed and must also sign each entry.

18.4 Prescribed Register/Forms

The purpose of the prescribed register/forms is to execute effective checking and control at the Centre in respect of Government property. The completion and keeping of a prescribed register/form at a site may be required from the Contractor by the Sub-directorate of Security Administration.

18.5 Additional Prescribed Registers/Forms specific to this contract

- a) **Gate Permits** –personnel removing any items from the premises must be in possession of a gate permit from Stores or Workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the office before 08h00 the following day.
- b) **Vehicle Inspection Form** – To be completed by the night shift for all vehicles on the premises. The dayshift security should check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- c) **Checklist for Vehicles and Equipment around the Premises** - To be completed by the night shift for all vehicles and equipment. The Dayshift security should check vehicles and equipment when taking over from nightshift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- d) **Storage of Pedestrian and Vehicle Register Forms**- the Contractor shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the employer for archiving.

18.6 Notebook (pocket- book)

- a) The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty / when on patrol, for later reference and recording to Occurrence Book.
- b) During their turns of duty all security staff must always be in possession of their notebooks in person.

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- c) The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following.
 - Reporting on and off duty.
 - Time of occurrence or event.
 - Extent of occurrence or event.
 - d) Follow up actions taken in respect of occurrence or event.
 - e) All relevant information noted down in notebook shall immediately or directly after returning from a patrol, be copied into the occurrence book.
 - f) The Contractor shall store the completed (full) notebooks for the contract period.

18.7 Duty List

- 18.7.1 The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift are indeed on duty.
- 18.7.2 Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Contractor and kept in the security control office of each Centre where such service is rendered.
- 18.3 Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

18.8 Duty Sheet

- 18.8.1 The purpose of a duty sheet is to ensure that all security staff on duty are familiar with the duties as required in this agreement.
- 18.8.2 The Contractor shall have available, at the site, a fully expounded duty sheet per duty point.
- 18.8.3 All security officers must understand the procedure manual and the duty sheet and sign the duty sheet under their names.

18.9 Permission to use state property

Permission will be granted for the utilization of the following State property, free of charge:

- 18.9.1 Reception counter.
- 18.9.2 Main pedestrian entrance.
- 18.9.3 Vehicle entrance.
- 18.9.4 Guard Hut (where available), and

18.9.5 Toilet Facilities

18.9.6 Water facilities

Note! In case where the Department decides to move to another office or close some of the offices, information will be communicated prior and the Service Provider will need to make provision.

18.10 Monthly meetings

The purpose of this meeting is to discuss service quality and compliance issues in terms of the Service Level Agreement per office. This meeting must take place within the first week of the new month so that output can be determined and agreed to. This meeting will deal with all operational issues and resolutions that could not be resolved in the previous month. Communication protocols and postings must be established at this level. The composition of the provincial monthly meeting shall be the Chief Director: Safety and Security Services and Managing Director of the Service Provider with the Security Operational Manager.

Minutes must be taken, by the Departmental Representative and a copy of the respective meetings minutes be sent to the respective Service provider. Confirmation of the minutes shall be done by both parties subsequently.

The following should also be addressed during the Monthly Meeting:

- a) Table the monthly report (based on premises/office daily contacts).
- b) Discuss and assess Service Provider performance for the preceding month.
- c) Table the monthly Control Sheet specific to that premises/office(s), (Control of Security Service.
- d) Table any security related reports and/or notices which may be relevant and/or required.
- e) The Service provider must be provided with a consolidated set of minutes for that month.
- f) Signing of invoice for payment approval.

19. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated

in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

19.1 The contractor: -

- a) acknowledges that it is fully aware of the terms and conditions of the Act prescribed in the Act.
- b) acknowledges that it is an employer with duties and responsibilities as agreed to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,
- c) accepts accountability for its employees and sub-contractors to the extent that such employees and
- d) agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations

19.2 The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

19.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

20. SERVICE LEVEL AGREEMENT

It should be noted that the department from time to time may request the service provider for additional quality requirements and standards relating to the Services together with performance measurement and should that happen Service Level Agreement must be amended accordingly, and both parties should agree into amendments.

21. BREACH AND TERMINATION

21.1 Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

- 21.2 Any non-compliance with PSIRA, NBCPSS and Basic Conditions of Employment Act is a breach of TOR and will lead to termination
- 21.3 Failure of Operational staff (security officers, supervisors and operational managers) to comply with TOR (this includes security equipment, handing over, uniform, reporting of incidents and deserting of sites) will be penalized by recovering state funds as per clause 25 (below) of this document.
- 21.4 The continuous occurrence of 21.3 will lead to termination of a contract.
- 21.5 The absence of security officer (s) on duty will lead to automatic termination of the contract.

22. LOSS AND DAMAGE

Contractor hereby indemnifies the State, /Employer/ Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

23. TRANSFER MANAGEMENT

Upon termination of the contract, for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

24. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given contractor shall remain liable to Employer for the performance of the Services.



25. LABOUR UNREST INCIDENTS (STRIKES)

Definition

Labor unrest incidents are incidents where the Department's personnel or personnel of the Service Provider engage in strikes, unrest and intimidation.

When the service is interrupted or temporarily deferred because of Labor unrest, Labor dispute, civilian disorder, a local or a national disaster at other cause. The Service Provider should implement the Labor action plan to ensure continuation of the security service (Refer to the evaluation criteria).

Note! When the service is interrupted because of Labor unrest or Labor dispute by the Security Officer(s) of the Service Provider, the service provider must provide the department with action plan that ensures continuous service.

26. PENALTIES

- 26.1 If the service provider fails to perform the services within the period(s) specified in the contract, DoCS 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 services rendered not performed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department reserves the right to terminate the contract.
- 26.2 Security officials shall be required to render the services as required by the department. Should it at any time during the term of this contract or at any time thereafter be determined that security personnel of a lower grade or with inadequate training or no training at all being provided, all overpayments made to the service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed and a final written warning shall be issued to the company.
- 26.3 In the event of security personnel being provided without standard equipment or without the standard equipment or without the standard equipment being clean or in working order, the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider:



ITEM	PENALTY
Part of uniform	R 1000 per shift, per security official
Pocket book	R 500 per shift, per security official
Identity card	R 500 per shift, per security official
PSIRA card	R 500 per shift, per security official
Torch/ spotlight and/or adequate batteries	R 500 per shift, per security official
Control room radio	R 2000 per shift, per site
Hand radio	R 500 per shift, per security official

26.4 In the event of security personnel not being posted or being absent from his/her place of duty after being posted or supervisor and operational manager not visiting at least once in a shift / week respectively, the following penalties shall apply, which shall be deducted by the department from the fees payable to the service provider.

SECURITY OFFICIALS	PENALTY
Grade C	Double shift payment
Supervisor not visiting as per TOR	Grade C full shift payment
Operational manager as per TOR	Grade C Double shift payment

26.5 In the event of security personnel being posted late at his/her place of duty or found sleeping on duty; the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider.

PERSONNEL	1 ST OFFENCE	2 ND OFFENCE
Security Officer Grade C	50% of shift payment	Full shift payment
Performance and Conduct	Reprimand	Full shift payment
Sleeping on duty	Reprimand	Full shift payment
Desertion of post	Reprimand	Full shift payment
Daily visits	Reprimand	Full shift payment



Posted officers without the knowledge of the client	50% of shift payment	Full shift payment
Dysfunctional equipment	50% of shift payment	Full shift payment
Officers working long hours	50% of shift payment	Full shift payment
Dereliction (neglect) of duty	50% of shift payment	Full shift payment
Eating on duty	50% of shift payment	Full shift payment

27. INSURANCE AND INDEMINITY

The contractor shall be held responsible for any loss of or damage to, or theft of, or destruction of any property belonging to the DoCS which he/she is contracted to secure. The Contractor shall immediately inform the Department of such loss, damage, destruction or theft.

27.1 At all times during the term of this Agreement the Contractor shall carry and maintain in full force and effect the following:

- a) Public and Products Liability coverage for bodily injury and personal injury (which coverage shall include, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, violation of right of privacy), and property damage.

27.2 The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates as evidence that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

- a) The Employer, its officers, agents and employees shall be named as additional insurers there under.
- b) The Contractors policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Employer.



- c) The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees and agents to the extent of the contractor's indemnification obligations set forth Herein: and
- d) The Contractor's insurance policy is endorsed to include a cross-liability clause

27.3 The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents.

The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

28. QUOTATION QUALIFICATION CRITERIA

28.1 COMPLIANCE REQUIREMENTS:

The supplier[s] or service provider[s] should comply and take note of the following:

- Service providers that are not registered on the Central Supplier Database must do so before the award of the tender and the order can be issued, failing which the next service provider/supplier will be considered for the award.
- Service Providers must also ensure that they are registered on LOGIS upon award as this would derail the payment process.
- Compliance documents will be verified on the Central Supplier Database: - (Tax Clearance Compliance status and Business registration including restrictions imposed to do business with the state).
- Copy/Copies must be certified by a Commissioner of Oaths, at a Police Station or Post Office and must be date-stamped not longer than six (06) months prior to the closure of this bid.

- SBD 1 forms MUST be fully completed and submitted with the quotation.
- Pricing Schedule MUST be fully completed and submitted with the quotation. Both the Bid Pricing Form and the Pricing Schedule MUST be fully completed by bidders.
- The SBD 4 [Declaration of Interest] forms MUST be fully completed and submitted with the quotation.
- The SBD 6.1 [Preference Points Claim Form] MUST be fully completed and submitted with the quotation; (bidder(s) who fail to complete this form will not qualify to claim points for specific goals and only points for price will be considered).
- The SBD 7.2 (part 1) [Contract Form] MUST be fully completed and submitted with the quotation; (this is a contract form and is more relevant to the preferred bidder and bidders will not be disqualified for non-completion).
- Bidders must be a legal entity or partnership (consortium).
- Bidders must provide supporting documentation not contained in the CSD summary report as required by the quotation document.
- Bidders who are not registered for VAT are not eligible to include VAT in their pricing; non-VAT vendors who submit bids for a contract that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with South African Revenue Service (SARS) as VAT vendors. Where the supplier is not VAT registered at the point of contracting and did not include VAT in its pricing list but registers during the contract period as a VAT vendor, that supplier shall absorb any cost escalations associated with its VAT registration. The contract price with the supplier will not be increased but will be deemed to be a contract price which is inclusive of VAT. Bidders are cautioned to determine the implications of not adhering to this requirement and provide price accordingly.
- Bidders should familiarise themselves with the General Conditions of Contract, as attached.
- Bidders should take note that price is not the only determining factor to award the bid.
- Bidders will be disqualified for failing to meet the compliance requirement exception given to bullet 4, 8, 9, 13 and 14.

29. MINIMUM REQUIREMENTS

The first stage of evaluation is based on the bid/ quotation conditions and requirements and any bidder who failed to comply with any of the conditions and minimum requirements stipulated will be disqualified at this stage and not considered further.

The bidder must provide the following as evidence, failure to do so will result in the disqualification of the bid:

- A bidder's valid PSIRA certificate as proof of registration which must be submitted with the bid.
- At least grade C PSIRA certificate for the security guards which must be submitted on appointment.
- At least grade B PSIRA certificate and Standard 10 / Grade 12 for the supervisor which must be submitted on appointment.
- A valid PSIRA registration certificate for the director(s) which must be submitted with the bid.
- Proof of Compensation for Occupational Injuries and Diseases Act (COIDA) with the bid.
- Proof of Public Liability must be submitted with the bid.
- Each bidder must as proof of registration with the National Bargaining Council for Private Security Sector (NBCPSS), provide a letter of good standing with the bid which is indicative of registration with the Health Insurance Provider.
- Each bidder must provide with the bid, a letter of good standing with the Private Security Sector Provident Fund (PSSPF) as proof.
- Each bidder's pricing must comply with NBCPSS rates as per the National Government Gazette no 50065.
- The Service Provider must have been involved in the Physical Security Guarding Services in the Public or Private Sector and must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/mobile contact numbers, indicative of delivery period(s) and must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers in the Public Sector. In the case of a private sector, letters must have been signed by a person at the managerial level.
- The department has designed a template for reference letters sought from the bidder indicative of the client's name, the bidder's name, delivery period(s) and the value thereof which must be submitted with the formal quotes. **Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities.**
- The reference letters must be accompanied by the official purchase orders or proof of payment from the relevant institutions with corresponding values.
- Each bidder must have been involved in the supply and delivery of goods/services in the past five (5) years to a cumulative value of fifty thousand-rand (R100 000.00) as proof of financial strength. **Reference letters and corresponding purchase orders/ proof of payments will be used to confirm the bidder's claim. Letters of acceptance/ award letters will not be considered as proof for goods delivered/ service rendered.**
- Each bidder must provide quotes in all items specified in the pricing schedule.
- Each bidder must as proof of registration with the National Bargaining Council for Private Security Sector (NBCPSS) provide a letter of good standing which can be verified with (NBCPSS).
- Each bidder must provide proof of registration with the Private Security Sector Provident Fund (PSSPF). Section 13A compliance letter must be provided within 30 days from the date of award.

30. EVALUATION CRITERIA ON FUNCTIONALITY / QUALITY, PRICE, AND SPECIFIC GOALS

The following criteria shall apply: -

- (a) 80/20 preference point system shall apply, and quotations will be evaluated in two stages - functionality and price.
- (b) Quotations will be evaluated within the ambit of the Preference Procurement Policy Framework Act No 5 of 2000, Preferential Procurement Regulation 2022 and section 38(1) a (iii) of the Public Financial Management Act 1 of 1999 as amended.
- (c) 80 points will be allocated for Price, and 20 points will be allocated for Specific Goals.
- (d) A pre-qualifying requirement of 60% on functionality considering the minimum acceptable points required per each criterion and the overall points required on functionality will apply where bidders who fail to meet these requirements will be disqualified.

30.1 EVALUATION CRITERIA ON PRICE AND SPECIFIC GOALS:

The following criteria shall apply: -

- In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended and 2022 Regulations, points for specific goals are subject to application whenever bids are evaluated based on the 80/20 preference point system.

30.2 FUNCTIONALITY EVALUATION

- Bidders score on functionality will not be included in the final points scored but will be used to assess bidder's capability/ ability to execute the project.
- After calculation of the points for functionality, the bidders that obtained the minimum accepted points for each criterion and overall minimum points on functionality will be considered.

30.2.1 FUNCTIONALITY:

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
Bidders Experience The Service Provider must have been involved in the Physical Security Guarding Services and must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/mobile contact numbers, indicative of delivery period(s) must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers or relevant manager in the Private Sector. The reference letter must be on the relevant client's letterhead with	Provided 4 and more valid reference letters.	25	15	25
	Provided 3 valid reference letters.	15		
	Provided less than 3 valid reference letters.	0		



CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
fixed/ mobile contact numbers, indicative of delivery period(s) must have been signed by a person at management level. Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities. Letters of contract awards/ appointment letters/ letters of acceptance will not be accepted.				
Financial stability Each bidder must have rendered physical security guarding services to the cumulative minimum	Provided proof of physical security guarding services rendered to a cumulative value above R100 000.00.	25	15	25

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
value of R100 000.00 as proof of financial strength in the past five years. Reference letters and corresponding purchase orders/ proof of payment will be used to confirm the bidder's claim.	Provided proof of physical security guarding services rendered to a cumulative value equal to R100 000.00.	15		
	Provided proof of physical security guarding services rendered to a cumulative value 0 below R100 000.00/ No proof of goods delivered/ supplied in the public sector.	0		
TOTAL			30	50

NB: A bidder shall have to achieve at least 30 points or 60% allocated for functionality (i.e. 30 out of 50) for the bid to be eligible for further consideration. It must be mentioned that bidders are expected to obtain minimum points accepted on each criterion to qualify for the next stage of evaluation.

30.2.2 PRICE:

The 80/20 preference points system

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

P_{min}

Where: -

P_s = points scored for price of the bid/proposal under consideration.

P_t = Price of the bid under consideration

P_{min} = Price of the lowest priced acceptable bidder

The final score will be obtained by adding points obtained for price to the preference points.

NB: Point score will be rounded to the nearest two (2) decimals.

80 points will be awarded to the lowest bid and 20 points for Preferential point system (all other bids will receive points proportionately therefrom):

30.2.3 CALCULATION OF POINTS AWARDED FOR SPECIFIC GOALS

30.2.3.1 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.

30.2.3.2 For the purposes of this tender the tenderer will be allocated points based on the goals tabulated below as may be supported by proof/documentation stated in the conditions of this tender:

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)
Women owned companies	3	
Youth	5	
People with Disabilities	5	
Locality: Eastern Cape Province	5	
Military Veterans	2	

30.2.3 CLAIMING OF PREFERENCE POINTS

30.2.3.1 Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of company shareholding.

30.2.3.2 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such person has ownership of the enterprise shareholding.

30.2.3.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of the enterprise shareholding. **Bidders must submit proof in form of medical certificate. The medical certificate will only be used for evaluation purposes.**

30.3.3.4 Preference points for Locality will be allocated for promotion of enterprises located within the Eastern Cape Province. Points may be claimed by submission of proof that the enterprise is located within the borders of the Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents or commission warehouses in the province are expressly excluded from claiming points for this goal. **Bidders must submit proof of the Company's Registered Offices. Proof of rate statement, lease agreement or confirmation of locality from local authority.**

30.2.3.5 Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of the enterprise shareholding. **Bidders must submit proof in terms of confirmation letters from the Department of Military Veterans.**

31. VALIDITY PERIOD

The bid shall hold good for a period of ninety (90) days.

32. BRIEFING SESSION

The **compulsory briefing session** will be held **Hybrid** at Conner Independence Avenue and Circular Drive, Bisho Central, Bisho, Department of Community Safety also on **Microsoft Teams, 17/08/2026 at 10h00. NB: Link will be shared on Departmental Website/ Tender Portal and / Departmental communication platforms.**

SUBMISSION INSTRUCTIONS:

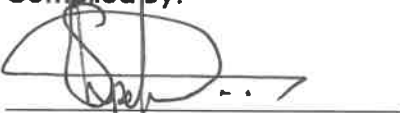
Please Note: The RFQ forms must be sealed in an envelope quoting the relevant Reference No, Description of the Project and be submitted in a box situated at the below address.

**Department of Community Safety,
Corner Independence Avenue and Circular Drive,
Bisho,
5605**

For SCM administrative Enquiries email awonke.mpeta@safetyec.gov.za

For Bid Technical Enquiries, Mr. B. Ndzwanana at 0792817480
/bafana.ndzwanana@safetyec.gov.za

Compiled By:



Mr. A. Mpeta
Secretary: Bid Specification
Date: 27/07/2026

Recommended/ ~~Not Recommended~~

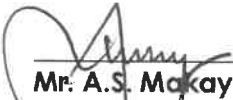


Mr. B. Ndzwanana
End User
Date: 27/7/2026
Recommended/ Not Recommended



Mr. K. Nqini
Chairperson: Bid Specification
Date: 27/07/2026

Recommended/ Not Recommended


Mr. A.S. Makayi
Director: Supply Chain Management
Date: 22/07/28

Recommended/ ~~Not Recommended~~


Ms. N. Libala
Chief Financial Officer
Date: 28/07/2026

Approved/ Not Approved


Approval granted inline with SCM
prescripts and processes / procedures


Mr. P.F. Mbambo

Head of Department

Date: 28/07/2026

PART A

STANDARD BID DOCUMENT

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME: 11:00	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes	
	☐ No			☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR STANDARD BID DOCUMENT

BID SUBMISSION:

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE

BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE

TABLE A: AMATHOLE DISTRICT (No 12 ST Georges Road, Southernwood, East London)

NO	Description	Unit	Quantity	Year 1 (ZAR)	Year 2 (ZAR) (+5% escalation)	Year 3 (ZAR) (+5% escalation)
1.	Security Officer Grade C PSIRA - Day Shift, per officer (TOTAL DIRECT COSTS)	Monthly (per SO)	2 (D/S)			
2.	Security Officer Grade C PSIRA - Night Shift, per officer (TOTAL DIRECT COSTS)	Monthly (per SO)	2 (N/S)			
3.	Overheads (all inclusive)	Monthly (per SO)	Per site (4)			
SUB TOTAL						
Add 15% VAT (where necessary)						
<u>GRAND TOTAL</u>						

.....
SIGNATURE OF BIDDER

.....
DATE

N.B. Bidders are required to include their overheads, management fee and mark-up fee in their Overheads column.

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

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.

2.2 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:

.....
.....

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

2.3.1. If so, furnish particulars:

.....
.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 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.

3.6 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.

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

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

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

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R100 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R100 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies		3		
Youth		5		
People with Disabilities		5		
Locality: Eastern Cape Province		5		
Military Veterans		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm.....

4.2 Company registration number:

4.3 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]

4.4 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:	
	

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SUMMARY OF RETURNABLE DOCUMENTS

DOCUMENTS	DESCRIPTION
Company Resolution (where applicable)	Resolution authorizing a particular person to sign the bid documents
SBD 1	Invitation to bid
Pricing	Pricing schedule, Bid Pricing form, and Company Quotation
SBD4	Declaration of interest
SBD6.1	Preference points claim form in terms of Preferential Procurement regulations 2022
Annexure A	Declaration of bidder's past experience
SBD 7.2	Contract form - rendering of services
CSD	Copy of bidder's CSD document
Proof of Address	Bidders must submit proof of the Company's Registered Offices. Proof of rate statement, lease agreement or confirmation of locality from local authority.
Reference letters	Bidders must provide reference letters to prove that they have the required experience in the security industry.
Purchase orders/ proof of payment	Bidders must provide purchase orders/ proof of payment linked to reference letters as proof of financial stability

GENERAL CONDITIONS OF CONTRACT

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34. PROHIBITION OF RESTRICTIVE PRACTICE

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

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser

on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations.

8. INSPECTIONS, TESTS AND ANALYSES

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. PACKING

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

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

10.2 Documents to be submitted by the supplier are specified.

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service 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, 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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. PAYMENT

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

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.

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 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 department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) if the Supplier fails to perform any other obligation(s) under the contract;
or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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.

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.

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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 association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) / are or a contractor / s was / were involved in a 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 Commission Act no.89 of 1998.

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

ANNEXURE A

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER