 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<b>Provincial Supply Chain Management</b>								
		<b>INVITATION TO BID</b>		<b>Page 1 of 4</b>						
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>		<b>TIME</b>			
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>			
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>		<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>				
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

## THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

Page 2 of 4

### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 3 of 4

**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 4 of 4

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)			



## RETURNABLE ATTACHMENT

### PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Gauteng Provincial Treasury (**Department**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, \_\_\_\_\_ (*INSERT FULL NAME AND SURNAME*) with Identity Number \_\_\_\_\_, in my personal capacity or acting on behalf of \_\_\_\_\_ (Registration Number: \_\_\_\_\_) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or \_\_\_\_\_'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

### Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ ensure the lawful processing of Personal Information
  - ✓ secure the integrity and confidentiality of such Personal Information;
  - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
  - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
  - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
  - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.</li> <li>b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the ( PRICING SCHEDULE per item).</li> </ul>





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Compulsory Briefing Session</b>	Page 1 of 1

## COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

<b>BID NUMBER</b>			
<b>BID DESCRIPTION</b>			
<b>CLOSING DATE</b>		<b>CLOSING TIME</b>	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	
<b>VENUE</b>								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--


CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

<b>FULL COMPANY NAME</b>	
--------------------------	--

<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
--------------------------	--	-----------------	--	-------------	--	-------------	--

<p><b>END USER STAMP</b></p>
------------------------------

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 1 of 3

## 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 interest 1 in the enterprise, employed by the state?


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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 consortium 2 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.

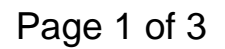
	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	







# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 2 of 3

### STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	

**\*It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
--------------	--	------------------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

#### Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

**NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.**

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



## **DELIVERABLE 1**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SECURITY SERVICE PROVIDERS FOR PHYSICAL GUARDING SERVICES TO BE PROVIDED TO THE GAUTENG DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF THIRTY-SIX [36] MONTHS**

## **1. PURPOSE**

- 1.1 The purpose is to request bidders to submit bid proposals for the provision of security guarding services at Gauteng Department of Agriculture and Rural Development (the GDARD) Offices and Agriparks for a period of thirty-six [36] months.

## **2.BACKGROUND**

- 2.1 The GDARD (referred to as “the Department”), seek to ensure a conducive and safe working environment for their employees, members of the public and Service Provider(s) by providing comprehensive security services to their buildings and land under their control.
- 2.2 It is imperative for the Department to ensure that the buildings are secured in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985 and the Minimum Physical Security Standards.

## **3.SCOPE OF WORK**

- 3.1 The Bidder shall provide the following security services for GDARD:

- a) Guard and protect assets from theft, arson, pilferage, robbery and other unlawful acts committed by any person. This duty will be done on a 24/7 basis.
- b) Protect officials (MEC and HOD), employees and visitors from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within the premises or on land under the control of GDARD.
- c) The bidder shall conduct searching of all vehicles, baggage carried by people moving in and out of the premises.
- d) The bidder shall conduct searches of people, including staff members, coming in and out of the premises.
- e) Operate CCTV and access control equipment in the Control Room.
- f) Security control room operators will be operating the control room on rotational basis.
- g) Ensure all posts are always manned according to schedule.
- h) Conduct regular patrols in and around the GDARD premises including Agriparks.
- i) Manage crowd control in all the premises.
- j) Prevent the illegal land invasion in all sites.
- k) Security officers must have a basic knowledge of First Aid and Fire Fighting skills.
- l) The Successful Bidder must formulate an operational plan prior to commencing of duties on the site and this will be made available to GDARD Safety and Security Unit.
- m) Provide Risk assessment report within six (6) months and recommend measures to GDARD to prevent undesired illegal issues.
- n) The guards must wear corporate uniform at the offices and combat uniform at Agriparks
- o) Officers must be of sound moral character, courteous and without any past criminal cases.

**N.B The table below outlines key deliverable for the successful bidders to be appointed.**

**Preferred Project Deliverable**

- *Bidders have the option to bid for one or more of the project deliverables listed below. Kindly indicate your preference by stating **YES/NO** in the applicable fields below.*
- Should the bidder not indicate the preferred project deliverable the bidder **will not** be evaluated for that deliverable.

DELIVERABLE NO.	PROJECT DELIVERABLES DESCRIPTION/S	YES/NO
1.	<p><b><u>PHYSICAL GUARDING SERVICES AT:</u></b></p> <ul style="list-style-type: none"> <li>➤ Johannesburg CBD (Head Office GDARD)</li> <li>➤ East Rand (Germiston or Kempton Park or Benoni or Springs or Brakpan)</li> <li>➤ Vereeniging or Vanderbijlpark</li> <li>➤ Pretoria</li> <li>➤ Westrand (Randfontein or Krugersdorp)</li> <li>➤ Bronkhorstspuit</li> <li>➤ Temba Clinic</li> <li>➤ Sebokeng Agripark</li> <li>➤ Bekkersdaal Agripark</li> <li>➤ Isigayo Milling Plant</li> </ul>	
2.	<p><b><u>PHYSICAL GUARDING SERVICES AT:</u></b></p> <ul style="list-style-type: none"> <li>➤ Johannesburg CBD (Head Office GDENV)</li> <li>➤ Abe Bailey Nature Reserve</li> <li>➤ Alice Glockner Nature Reserve</li> <li>➤ Leeuwfontein Nature Reserve</li> <li>➤ Marievale Nature Reserve</li> <li>➤ Roodeplaat Dam Nature Reserve</li> <li>➤ Roodeplaat Youth Centre</li> <li>➤ Suikerbosrand Nature Reserve</li> </ul>	

**DELIVERABLE 1****3.1.2 GDARDE OFFICES**

			Equipment				
SITES	GRADE C	GRADE B	RADIOS	BATONS	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Johannesburg CBD</b> Day Shift	19	1	12 Handheld	10	15	Nil	Nil
Night Shift, and Public Holidays	8	0	1 Base Radios				
<b>Sub Total</b>	<b>27</b>	<b>1</b>	<b>12 Handheld</b> <b>1 Base Radios</b>	<b>10</b>	<b>15</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 5 x Handcuffs
- 5x Handheld metal detector
- 1x Panic Button linked to Reaction Unit
- 1 x Guard Monitoring System

			Equipment				
SITES	GRADE C	GRADE B	RADIOS	BATONS	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>East Rand</b> (Germiston or Kempston Park or Benoni or Springs or Brakpan)  Day Shift	9	1	9 Handheld  1 Base Radio	2	5	Nil	Nil
Night Shift	5	0					
<b>Sub Total</b>	<b>14</b>	<b>1</b>	<b>9 Handheld</b> <b>1 Base Radio</b>	<b>2</b>	<b>5</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 2 x Handcuffs
- 2x Handheld metal detector
- 1x Panic Button linked to Reaction Unit
- 1 x Guard Monitoring System

			Equipment				

GT/GDARD/026/2025		SECTION 1 - ISSUE DATE: 24/07/2025					Page 23 of 93
SITES	GRADE C	GRADE B	RADIOS	BATONS	TORCHES	FIREARM	
Vereeniging	3	Nil	1 Base Radio	2	2	Nil	
Day Shift			2 Hand Held				
Night Shift	3						
Sub Total	6	nil	1 Base Radio 2 Hand Held	2	2	Nil	
<b><u>Additional Equipment</u></b> <ul style="list-style-type: none"><li>2x Handcuffs</li><li>1x Panic Button linked to Reaction Unit</li><li>1 x Guard Monitoring System</li></ul>							

### 3.1.3 GDARD SATELLITE OFFICES

			Equipment				
SITES	GRADE C	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Bronkhorstspuit	2	1	1 Handheld	Nil	2	Nil	Nil
Day Shift			1 Base Radio				
Night Shift	2						
Sub Total	4	1	1 Handheld 1 Base Radio	Nil	2	Nil	Nil
<b>Additional Equipment</b> <ul style="list-style-type: none"> <li>2x Handcuffs</li> <li>1x Panic Button linked to Reaction Unit</li> <li>1 x Guard monitoring system</li> <li>2 Baton</li> </ul>							
SITES	GRADE C	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT

Westrand GT/GDARD/026/2025 (Randfontein or Krugersdorp)	4	2	5 Handheld 1-Base Radio	SECTION 1 - ISSUE DATE: 24/07/2025 NIL	5	Nil	Nil
Day Shift							
Night Shift	7						
<b>Sub Total</b>	<b>11</b>	<b>2</b>	<b>5 Handheld 1-Base Radio</b>	<b>NIL</b>	<b>5</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 7x Handcuffs
- 7x Batons
- 1x Panic Button linked to Reaction Unit
- 1 x Guard monitoring system

SITES	GRADE C	BATONS	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Pretoria							
Day Shift	4	4	3 - Hand Held	Nil	2	Nil	Nil
Night Shift	4		1 – Base Radio				
<b>Sub Total</b>	<b>8</b>	<b>4</b>	<b>3 - Hand Held 1 – Base Radio</b>	<b>Nil</b>	<b>2</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 2x Handcuffs
- 2x Handheld metal detector
- 1x Panic Button linked to Reaction Unit
- 1 x Guard Monitoring System

**3.1.4 GDARD  
TEMBA**

SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	Equipment				PATROL VEHICLE WITH SPOTLIGHT
				RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	
Temba								



Day Shift GT/GDARD/026/20254	1	SECTION 1 2	ISSUE DATE: 24/07/2025	1 Security Dog	3	Nil	Page 25 of 98
Night Shift	4			1 Base Radio	1 Dog Kennel		
<b>Sub Total</b>	<b>8</b>	<b>1</b>	<b>2</b>	<b>3 Handheld</b> <b>1 Base Radio</b>	<b>1 Security Dog</b> <b>1 Dog Kennel</b>	<b>3</b> <b>Nil</b>	<b>Nil</b>

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 4 x Handcuffs
- 1 x Panic Button linked to Reaction Unit
- 4 x Batons

### 3.1.5 GDARD AGRIPARKS

SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Bekkersdal Agripark</b>	6	1	1	2 – Handheld	1 Security Dog	3	1	1X high rider vehicles that can travel rocky and mountainous areas with spotlights
Day Shift								
Night Shift	8	1		1 – Base Radio	1 Dog Kennel			
<b>Sub Total</b>	<b>14</b>	<b>2</b>	<b>1</b>	<b>2 – Handheld</b> <b>1 – Base Radio</b>	<b>1 Security Dog</b> <b>1 Dog Kennel</b>	<b>3</b>	<b>1</b>	<b>1X high rider vehicles that can travel rocky and mountainous areas with spotlights</b>

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 4 x Handcuffs
- 1 x Panic Button linked to Reaction Unit
- 4 x Batons

SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Sebokeng Agripark</b>	2	NIL	1	2 – Handheld	Nil	2	Nil	Nil
Day Shift								

GT/GDARD/026/2025		SECTION 1 - ISSUE DATE: 12/07/2025	Base Radio					Page 26 of 93
Night Shift	2							
<b>Sub Total</b>	<b>4</b>	<b>Nil</b>	<b>1</b>	<b>2 – Handheld</b> <b>1 – Base Radio</b>	<b>Nil</b>	<b>2</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 2 x Handcuffs
- 2 x Batons
- 1 x Panic Button linked to Reaction Unit

SITES	GRADE C	GRADE B	HAND HELD METAL DETEC TOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHE S	FIREA RM	PATROL VEHICLE WITH SPOTLIGHT
<b>ISIGAYO MILLING PLANT</b>		NIL						
Day Shift	2		1	2 – Handheld 1 – Base Radio	1 Security Dog 1 Dog Kennel	2	Nil	Nil
Night Shift	2							
<b>Sub Total</b>	<b>4</b>	<b>Nil</b>	<b>1</b>	<b>2 – Handheld</b> <b>1 – Base Radio</b>	1 Security Dog 1 Dog Kennel	<b>2</b>	<b>Nil</b>	<b>Nil</b>

**Additional Equipment**

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 2 x Handcuffs
- 2 x Batons
- 1 x Panic Button linked to Reaction Unit

**TOTAL EQUIPMENT REQUIRED PER SITE(DELIVERABLE1)**

SITE	GR. C	GR. B	TWO WAY RADIOS	BATTON	TORCH	FIREARM	PATROL VEHICLE WITH SPOTLIGHT	PTT/ BAS E RAD IO	HANDC UFF	META L DETE CTOR	PANIC BUTTON	GUARD MONITORING SYSTEM	SECURITY DOGS	DOG KENNEL
JHB CBD	27	1	12	10	15	0	0	1	5	5	1	1	0	0
EAST RAND	14	1	9	2	5	0	0	1	2	2	1	1	0	0
VEREENIGIN G	6	0	2	2	2	0	0	1	2	2	1	1	0	0
BRONKHORS TSPRUIT	4	0	1	2	2	0	0	1	2	1	1	1	0	0
WEST RAND	11	0	5	7	5	0	0	1	7	2	1	1	0	0
PRETORIA	8	0	3	4	2	0	0	1	2	2	1	1	0	0
TEMBA	8	1	3	4	3	0	0	1	4	2	1	1	1	1
BEKKERSDA L	14	2	2	4	3	1	1	1	4	1	1	1	1	1
SEBOKENG	4	0	2	2	2	0	0	1	2	1	1	1	1	1
ISIGAYO	4	0	2	2	2	0	0	1	2	1	1	1	1	1
<b>TOTALS</b>	<b>100</b>	<b>5</b>	<b>41</b>	<b>39</b>	<b>41</b>	<b>1</b>	<b>1</b>	<b>10</b>	<b>32</b>	<b>20</b>	<b>10</b>	<b>10</b>	<b>4</b>	<b>4</b>

## Additional Equipment

- Occurrence Books for all sites

### **N.B**

- All sites that require security dog must have a competent dog handler.
- Firearms must be 9mm pistols.
- All Patrol Vehicles must be Light Delivery Vehicles (LDV) (Single Cab) (roadworthy)
- It is the responsibility of the service provider to provide the ICASA license where needed for radio communication.
- CCTV Monitoring in all the sites by security officers
- Vehicles register for all sites.

## **Risk Profiles**

<b><u>SITE</u></b>	<b><u>Risk</u></b>	<b><u>Level of Risk</u></b>
Sebokeng AgriPark Bekkersdal AgriPark	Burglary and Theft of Assets, and vandalism of infrastructure and poaching	High
Johannesburg CBD, East Rand Office, West Rand Office, Vereeniging, Pretoria, Bronkhorstspuit, Temba Hammanskraal Isigayo Milling Plant	Theft of Assets, Burglary	Medium

## 4. PROFESSIONAL SERVICES CONTRACT

- 4.1 A Professional Services Contract will be required to be signed between the GDARD and the Bidder.
- 4.2 The duration of the said Contract will be 36 months.
- 4.3 Invoicing and payment will be monthly.
- 4.4 Service Provider is expected to produce monthly report and site control sheet before invoicing.

## 5. SECURITY BACKGROUND CHECKS

- 5.1 The GDARD reserves the right to conduct security background checks in respect of the prospective Bidder.
- 5.2 The appointment of a Bidder is subject to Positive Security Clearance from the State Security Agency (SSA).

## 6. APPLICABLE DOCUMENTS: LEGISLATION AND POLICY DOCUMENTS

The prospective Bidder must have knowledge of the following legislation and standards (as amended), in so far as the Department is concerned:

- a) Constitution of the Republic of South Africa, 1996
- b) Protection of Information Act 84 of 1982
- c) Promotion of Access to Information Act 2 of 2000
- d) Promotion of Administrative Justice Act 3 of 2000
- e) Criminal Procedure Act 51 of 1977
- f) Occupational Health and Safety Act 85 of 1993
- g) Private Security Industry Regulation Act 56 of 2001
- h) Control of Access to Public Premises and Vehicles Act 53 of 1985
- i) Trespass Act 6 of 1959
- j) Information Act 70 of 2002
- k) Labour Relations Act 66 of 1995
- l) Employment Equity Act 55 of 1998
- m) Performing Animals Protection Act 24 of 1935
- n) Animal Protection Act 71 of 1962
- o) Fire-arms Control Act 60 of 2000
- p) Minimum Information Security Standards, 2009
- q) Minimum Physical Security Standard
- r)

**Note: Should there be an update of any legislation or standard referred to in this document; the updated version shall be applicable.**

## 7. CONDITIONS OF CONTRACT

7.1 The Bidder and his/her employees must sign a "Declaration of Secrecy" with the Department before commencement of services.

7.2 The Bidder must make use of Category "B" and "C" Security Officers, as defined in the Private Security Industry Regulation Act 56 of 2001

7.3 All security officers deployed by the Bidder in terms of this tender, must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

7.4 All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority ("the PSIRA").

7.5 The prospective Bidder **may** be required to absorb or retain 100% of the security officers based at the Department in terms of the previous security contract.

## **8. PERSONNEL**

8.1 The Bidder's Operations Manager (Security Officer Grade A) must be personally available to do the work as and when required.

8.2 First-level Security Supervisor (Security Officer Grade B) is the person exercising complete supervision and control over security staff at a site where security services are rendered by the Bidder.

8.3 Security Officer Grade C is the person who shall provide the physical security services (access control and patrols).

8.4 It is the responsibility of the Bidder to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, always meet the following requirements:

### **8.4.1 Supervisors: (Grade B)**

8.4.2 Supervisors must be schooled to at least Grade 12 level and must have basic management skills.

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

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

8.5 The Bidder shall, in order to ensure the continuity of the services, in the application of the security measures as contained in this tender and in the Contract, allocate specific personnel for the services on the site, keeping in mind that rotation from time to time, of security personnel is a healthy practice.

8.6 The quality of the security services to be rendered must not only be in accordance with the acceptable standard of the trade concerned, but also be in line with specific standards as contained, amongst others, in legislation.

All possible steps must be taken by the bidder to ensure the correct intended execution of this contract

**8.6.1** Supervisors must be able to communicate, read and write.

### **8.6.2 Security Officers: (Grade C).**

8.6.3 Security Officers must be schooled to at least Grade 10 level.

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

8.6.5 Security Officers may not be younger than 18 years of age.

### **8.6.6 General (Supervisors and Security Officers):**

**8.6.6.1** Supervisors and Security Officers must have undergone and passed formal security training as approved by the PSIRA. They must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink and fiddle with cell phones while attending to people.

8.6.6.2 They must always present a dedicated attitude/ approach to security.

8.6.6.3 They must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

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

8.6.6.5 They are prohibited from reading documents or records in Departmental offices or from the unnecessary handling thereof.

8.6.6.6 No information concerning Departmental activities may be furnished to the public or news media by the Bidder and his employees.

8.6.6.7 The GDARD reserves the right to ascertain from the PSIRA whether each security staff member in service of the Bidder, are registered with the PSIRA.

8.6.6.8 The Bidder undertakes to ensure that each member of his/her/its security personnel, will always when on duty, be fully equipped in respect all necessary equipment to execute his/her duties.

8.6.6.9 The security officers must be South Africans with Identity Documents.

**NB: A clear identification card showing the security officer's photo, full names and company numbers, must always be worn conspicuously by each security guard on duty.**

## **9.OCCURRENCE BOOK (ONE FOR EACH SITE)**

### **9.1 Purpose**

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

### **9.2 Compulsory Occurrence Book Entries**

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

- a) All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made, clearly legible, in blue/black ink.
- b) All occurrences, however important, slight or unusual, with reference to the correct time and relevant actions taken.
- c) All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.
- d) The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.
- e) The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.
- f) The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- g) Occurrence book read: After the taking-over of shifts, the Supervisor must make an entry declaring that he/she has read the occurrence-book in order to acquaint him/herself with events that occurred during the previous shift.
- h) All visits by the Bidder's management must be recorded in red ink.
- i) Officials of the Department shall communicate by writing in the occurrence book, all additional requests in respect of the rendering of the services.

**NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side and no pages should be removed from the book.**

### **8.3. Storage of Occurrence Books**

All completed occurrence books must be handed to the client at Head Office.

## 10. CONTRACTUAL ARRANGEMENTS

- a) The Terms of Reference as well as the project proposal will act as an agreement between the Department and the Bidder. However, an additional contractual document will be drawn up detailing all contractual obligations and it will be expected of the Bidder to sign such document with the Department.
- b) The Bidder will report directly to and hand over all deliverables to be reviewed and sanctioned to the Department's project manager.
- c) Additional requirement on the awarded service provider deliverables will be provision of Monthly reports and quarterly profiling of sites.
- d) Once appointed, an order number will be issued to the Bidder, which must be used in all future financial related correspondence.
- e) Invoices must detail specific activities performed.
- f) Payment will be made following review and approval of each deliverable received from the Bidder.
- g) No up-front payments will be made. The Department will pay for satisfactory completion of work within 30 days of submission of invoice.

## 11. CLIENT LIAISON

**11.1** The Security Supervisor must make daily contact with the Departmental representative at each site to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of the services.

**11.2** Once a month, there shall be a meeting between the Bidder and the Departmental representatives. Minutes must be taken, and such minutes must be kept by the Departmental representatives.

## 12. COMPLIANCE WITH LABOUR AND RELATED LEGISLATION AND STANDARDS

**12.1** The Bidder undertakes to, always, including for the full duration of the contract, be compliant with all labour and related legislation.

**12.2** The Bidder acknowledges that it's non-compliance with legislation and standards may potentially negatively reflect on the image of the Department. As the Department, cannot be seen to condone unfair labour practices, non-compliance by the Bidder shall be a ground for terminating the contract.

**NOTE:** No security guard may be allowed to do continuous duty for longer than twelve hours.

## 13. LOST ARTICLES

**13.1.** Lost articles are articles found at the site, for which ownership cannot be established immediately. It must be handed in at the Control Room.



**13.2.** All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the Departmental representative immediately.

## **14. DELIVERIES**

**14.1.** No deliveries by any person will be received at the Control Room. The necessary arrangements must be made by the Departmental representative.

**14.2.** No deliveries will be received after hours, over weekends, at night and on public holidays

## **15. LABOUR UNREST INCIDENTS**

### **15.1. Definition**

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

### **15.2. Labour Unrest at the Site**

When the security services are interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the Bidder, the Bidder and the Department must come to an agreement on the methods to ensure continuation of the security services.

**NB: When the services are interrupted or compromised because of labour unrest or labour dispute on the side of the Bidder, the GDARDE reserves the right to terminate the contract.**

## **16. EXERCISING OF CONTROL OVER THE SERVICES**

An inspection of the rendering of the services shall be done by the Bidder's supervisory staff at each site, as well as by the Bidder's management on at least a weekly basis. The following further points will also be applicable.

**16.1.** The GDARD reserves the right to inspect the services rendered by the Bidder at any time, to ensure that the services are rendered in accordance with the conditions of contract and all applicable specifications. This includes the posting of sufficient staff as per these specifications.

**16.2.** All personnel shortages at a site must be noted down by security supervisor in the occurrence book of that site.

## **17. INSURANCE**

**17.1.** The Bidder must, at his/her/its own expense, take out R 10 million minimum insurance against any claims, costs, loss and/or damage ensuing from his/her/its obligations and shall ensure that such insurance remains operative for the duration of the contract.

**17.2.** A copy of the insurance contract must be provided to the Departmental representative on commencement of the services.

**17.3.** Proof that insurance premiums have been paid up to date, must be furnished with the commencement of the contract and must thereafter also be submitted monthly to the Departmental representative.

## **18. GENERAL**

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

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

**18.3.** The Bidder is responsible for the training of his/her/its personnel at the site in respect of the emergency plan applicable to the specific site and will form part of the Safety Committee on site.

**18.4.** All keys required to obtain entry to those parts of the site where the services are to be rendered, will be provided by the Department.

**18.5.** The Bidder's personnel must always refrain from littering and must keep the grounds and buildings services by them, clean, hygienic and neat, including their workspace.

**18.6.** Under no circumstances may any of the Bidder's security staff members do any trading while on site.

## **19. ADVERTISING**

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

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

## **20. PAYMENTS AND PRO RATA DECREASE OF PAYMENT**

**20.1.** If the Bidder at any time does not comply with the Conditions of Contract or the site specifications, the Department reserves the right to adjust payment pro rata in **respect of short postings and/or services not rendered by the Bidder**. These adjustments will be made at the

end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Contract.

**20.2.** The relevant stipulations of the Public Finance Management Act 1 of 1999 (“the PFMA”) i.e. Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.

## **21. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers/service providers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder, to register for GPT Electronic Invoice Submission and Tracking, on award. GDARD and the GPT shall assist the successful bidder/s in this regard, if required.

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

## **22. TERMINATION OF SERVICE**

**22.1.** The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.

**22.2.** The contract may be terminated immediately should the Bidder no longer qualify as a Security Officer in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

**22.3.** The contract will be terminated immediately should the Bidder not comply with all requirements and qualifications in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001, and if so, he/she/it immediately must notify the GDARD thereof; and remove any of his/her/its employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.

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

**22.5.** The GDARD may increase or decrease the number of personnel and/or equipment required with one month’s written notice, if circumstances require such changes.

## 23. AUTHORIZATION

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

- Access control
- Additional services

## 24. EVALUATION METHODOLOGY

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act (Act No. 1 of 1999), Preferential Procurement Policy Framework, Act no 5 of 2000, Preferential Procurement Regulations 2022, Supply Chain Management Policy of the Department of Agriculture, Rural development and Environment and applicable Supply Chain Management Policy, Treasury Regulations.

The first stage will be the evaluation of bids on administrative compliance which consist of Mandatory documents, functionality / desk-top evaluation, and site visit evaluation. During this stage, bids that do not meet the minimum requirements and threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e. evaluation on Price and Specific goals Points. It must be noted that the functionality points allocated, will not form part of the total specific goals points.

The 90/10-point system will apply to this project. 90 points max will apply to Price (Ps) and 10 points max will apply to Specific goals. The bid will be evaluated in the two stages stated below:

Stage 1A: Administrative Compliance

Stage 1B: Functionality

Stage 1C: Site visits

Stage 2: Price and Specific goals

- ✓ Price = 90 Points
- ✓ Specific goals points = 10 Points

### 24.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE

#### 24.1.1 Mandatory Documents

- a) A duly completed and signed Invitation to Bid form SBD 1
- b) A duly completed and signed Declaration of Interest form SBD 4
- c) A duly completed and signed Preference Points Claim Form SBD 6.1
- d) A completed and signed Pricing Schedule including Total Bid Price, Form SBD 3.3
- e) A copy of a proof of registration reflecting the UIF reference number.
- f) Certified copy of a Valid Compensation of Injury Diseases Act (COIDA) certificate.
- g) Certified Copy of a Valid Company Registration certificate with PSIRA

- h) Certified Copy of a Valid Company Owner/s Registration certificate with PSIRA.
- i) A certified copy of valid Letter of Good Standing from PSIRA.
- j) A certified copy of valid Letter of Good Standing from the PSSPF.
- k) Certified copy/s of Director/s ID/s.
- l) Certified copy of Company Firearm License
- m) A valid teaming agreement in the case of a Consortium or Joint-Venture signed by all party representatives. Document should be in full and indicate the leading partner and proposed revenue split.
- n) A R 10 million minimum insurance cover that must be valid at the date of tender closure (the submitted document to state commencement and expiry date of cover) or A letter of intent from an insurance company for cover of minimum R10 million. In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance cover of the leading partner or A letter of intent from an insurance company for cover of minimum R10 million (Cover should include but not limited to loss of asset, Injuries, theft, animal assets) Should the requested professional indemnity cover or letter of intent from an insurance company not be submitted and/ or the minimum is below R10 million such bid will not be evaluated further or not be considered.
- o) A valid originally stamped compulsory briefing declaration of attendance certificate completed and signed by GDARD and Bidder (SCM 03)

#### **24.1.2 Other Returnable Documents**

- a) A Tax Compliance Status Pin. For consortium or Joint-Ventures, submit a Tax Compliance Status Pin for each party.
- b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party.
- c) Company Profile
- d) Company registration (CIPC) document
- e) A copy of a valid BBBEE certificate or affidavit. For Consortiums or Joint-Ventures, submit for each party.

## 24.2 FUNCTIONALITY EVALUATION (STAGE 1B)

**Any bidder who does not meet the minimum threshold of 50 out of 65 points will be eliminated and will not be considered for the next stage of Mandatory Site Visits and Pricing.**

FUNCTIONAL EVALUATION CRITERIA	WEIGHTING
<b>1. A CLEARLY DEFINED METHODOLOGY AND PROJECT IMPLEMENTATION PLAN</b>	<b>30 Points</b>
<p>The bid document must outline the proposed methodology that indicates how the bidder will deliver the scope of work from cradle to grave.</p> <p><b>The methodology will be scored in terms of the following 5 criteria:</b></p> <p>I. The activities in the methodology are linked to clear outputs. (5) points</p> <ul style="list-style-type: none"> <li>• 5 activities in the methodology that are linked to clear outputs. (5) points</li> <li>• 4 activities in the methodology are linked to clear outputs. (4) points</li> <li>• 3 activities in the methodology are linked to clear outputs. (3) points</li> <li>• 2 activities in the methodology are linked to clear outputs. (2) points</li> <li>• 1 activity in the methodology is linked to clear outputs. (1) point</li> </ul> <p>II. <b>The methodology outlines an allocation of Resources (recruitment process, in-service training, screening, deployment, Security equipment for all activities. (8)</b></p> <ul style="list-style-type: none"> <li>• Methodology that outlines an allocation of 8 Resources (8) points.</li> <li>• Methodology that outlines an allocation of 7 Resources (7) points.</li> <li>• Methodology that outlines an allocation of 6 Resources (6) points.</li> <li>• Methodology that outlines an allocation of 5 Resources (5) points.</li> <li>• Methodology that outlines an allocation of 4 Resources (4) points.</li> <li>• Methodology that outlines an allocation of 3 Resources (3) points.</li> <li>• Methodology that outlines an allocation of 2 Resources (2) points.</li> <li>• Methodology that outlines an allocation of 1 Resource (1) point.</li> </ul> <p>III. <b>The timelines for activities and outputs are scheduled appropriately (5)</b></p> <ul style="list-style-type: none"> <li>• Timelines for 5 activities and outputs are scheduled appropriately: (5) points.</li> <li>• Timelines for 4 activities and outputs are scheduled appropriately: (4) points.</li> <li>• Timelines for 3 activities and outputs are scheduled appropriately: (3) points.</li> <li>• Timelines for 2 activities and outputs are scheduled appropriately: (2) points.</li> <li>• Timeline for 1 activity and outputs is scheduled appropriately: (1) point.</li> </ul>	

**IV. The methodology is fully aligned to the scope of work including those of field ranging or anti-poaching operation. (6)**

Well-defined 6 activities that have scheduled completion dates with relevant outputs (6) points.

- Well-defined 5 activities that have scheduled completion dates with relevant outputs. (5) points
- Well-defined 4 activities that have scheduled completion dates with relevant outputs. (4) points
- Well-defined 3 activities that have scheduled completion dates with relevant outputs (3) points.
- Well-defined 2 activities that have scheduled completion dates with relevant outputs (2) points.
- Well-defined 1 activity that have scheduled completion dates with relevant outputs (1) point.

**V. Contingency plans in the event of scenarios including but not limited to strikes, emergency lock-down, short posting, emergency situation or load shedding. (6)**

- Contingency plans in the event of 6 scenarios (6) points
- Contingency plans in the event of 5 scenarios (5) points
- Contingency plans in the event of 4 scenarios (4) points
- Contingency plans in the event of 3 scenarios (3) points
- Contingency plans in the event of 2 scenarios (2) points
- Contingency plans in the event of 1 scenario (1) point

**2. KEY PERSONNEL POINTS**

**15**

**OPERATIONS MANAGER** (the below mentioned requirements must apply to one and the same person)  
attach CV of the operations manager

Certified copy of valid PSIRA Grade A or B Certificate = **05 Points**

Certified copy of valid (from SAPS) Competency Firearm Certificate = **05 Points**

**Certified copy of Latest Firearm Refresher Reports=05 Points**

- I. Re-fresher training attended between 2023/11/01 to 2024/06/30=5 Points
- II. Re-fresher training attended between 2023/05/01 to 2023/10/31= 3 points
- III. Re-fresher training attended between 2022/11/01 to 2023/04/30 = 2 Points

**3. DOG HANDLING  
Points****5**

Provide an original certified copy of the licence and the accompanying certificate Company Registration Certificate in terms of the Performing Animals Protection Act 24 of 1935

**NB: For bidders to score points on this criterion they need to submit as follows:**

- I. For the bidder owning the dogs – proof of license and accompanying certificate should be provided.
- II. For the bidder who will be leasing the dogs - the bidder to provide copy of contract between the bidder **AND** the supplier and proof of license and accompanying certificate from the supplier; **OR** letter of intent between the bidder and the supplier accompanied by proof of license and accompanying certificate from the supplier.

**4. COMPANY EXPERIENCE  
Points****10**

Bidders must have experience in the field and have proven track record on Security Services. Bidders must submit relevant dated signed reference letter(s) on the letterhead of the client(s) with contactable references indicating project description and reference/ contract number of the Security Services project(s) successfully completed in the last five years or current contracts. **N.B Appointment letters and emails will not be accepted as reference letter.**

- 5 and more reference letters on Security Services projects = **10 Points**
- 4 reference letters on Security Services = **8 Points**
- 3 reference letters on Security Services = **6 Points**
- 2 reference letters on Security Services = **4 Points**
- 1 reference letter on Security Services = **2 Points**
- No reference letter on Security Services = **0 Point**

**5. LOCALITY (Gauteng based office space)  
Points****5**

Proof in a form of municipal rates and taxes statement must be attached **OR** Municipal proof must be in the name of the bidding company or Lessor where premises are leased (Attach proof of lease agreement) **OR** where used premises belong to company owners, provide proof in Owners name from Municipality. = 05 Points

Letter of intent to establish an office in Gauteng must be submitted=**2 Points**



No submission of proof in the form of municipal rates and taxes statement or letter of intent to establish an office in Gauteng = **0 Point**

**TOTAL POINTS (minimum threshold of 50 required to proceed to next stage) 65 Points**

### 24.3 MANDATORY SITE VISITS (STAGE 1C)

Any bidder who does not meet the minimum threshold of 25 points out of 35 will be eliminated and will not be considered for the next stage of Pricing.

MANDATORY SITE VISITS	Total point allocated
<b>1.Resources to be used daily as per specification (Bidders will be required to demonstrate the use of the below mentioned resources as per the TOR)</b>	<b>20 Points</b>
<b>Availability of supplier agreement for Personnel Uniform as stated in Scope of Work paragraph 3</b> Bidder to produce proof of supplier agreement showing/stating 5 days lead time from date of order by bidder= <b>3 points</b> .	<b>3 Points</b>
Bidder to produce proof of supplier agreement showing/stating 6 - 10 days lead time from date of order by bidder= <b>2 Points</b>	
Bidder to produce proof of supplier agreement showing/stating 11 - 15 days lead time from date of order by bidder= <b>1 Point</b>	
No proof of supplier agreement or showing/stating 16 days lead time from date of order by bidder= <b>0 Point</b>	
<b>The availability of control room/s to monitor alarm activations and dispense the armed response vehicle/s</b>	<b>3 Points</b>
Tested alarm activation and it functioned on 1 <sup>st</sup> attempt (chosen site to press panic button and deployed system to function as expected) bidder to explain first how system functions before panel evaluation= <b>1 Point</b>	
Called one site chosen by panel and call answered on 1 <sup>st</sup> attempt using alternative communication method deployed by company= <b>1 Point</b>	
Two-way radios = Control room to call site chosen by panel using base radio to test functionality of system. Chosen site to answer on 1 <sup>st</sup> attempt= <b>1 Point</b>	

<b>Patrol vehicles = 3 Points</b>  Bidder to show compliance with National Road Traffic Act 93 of 1996. E.g. keeps roadworthy vehicles Panel to choose from fleet of bidder vehicle to test compliance Chosen vehicle has a valid License disk= <b>1 Point</b>	<b>3 Points</b>
Bidder to provide copy of R114 – statement of account from Municipality where bidders vehicles are registered. Bidder to request R114 at least two weeks after date of tender closure. I. No enforcement orders on report= <b>1 Point</b> II. existence of enforcement order on report= <b>0 Point</b>	
Produce proof of regular servicing as per manufacturer's manual= <b>1 Point</b>	
<b>Occurrence book</b> Active entries into the occurrence book= <b>1 Point</b>	<b>2 Points</b>
Availability of bullet trapping mechanism= <b>1 Point</b>	
Bidder's Armourer to display safe handling procedure when issuing and receiving a firearm	<b>4 Points</b>
Storage of Firearms – compliance to the Firearms Control Regulations 86(4), 2004 III. 1 point for Bidder to produce proof of SAPS permission to store firearms IV. 1 point for Firearms stored in a safe or strongroom	<b>2 Points</b>
<b>Firearms and their Licences</b>  Panel to choose one stored firearm for inspection and score compliance V. chosen firearm to have corresponding license= <b>1 Point</b> VI. chosen firearm to be recorded in bidder's firearm register= <b>1 Point</b> VII. bidder's Designated Firearms' Officer to produce valid competency certificate= <b>1 Point</b>	<b>3 Points</b>
<b>2.Documentation - records, procedures on management and control of sites</b>	<b>15 Points</b>
Staff personnel files showing i.e. <b>SECURITY PERSONNEL</b> ID Copy= <b>3 Points</b> Valid PSIRA Certificate= <b>3 Points</b> Employment Contract= <b>3 Points</b> Copy of Payslip showing contributions towards COIDA, UIF and PSSPF= <b>6 Points</b>	
<b>TOTAL POINTS (minimum threshold of 25 points to proceed to next stage)</b>	<b>35</b>

## 24.4 PRICE AND SPECIFIC GOALS (STAGE 2)

The pricing schedule should be broken down per guard per month with a total over the 36-month period per site and taking into consideration that the required security officers shall be paid according to the PSIRA Price Schedule as gazetted.

The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

**The Price and Specific goals will be evaluated and scored in terms of Regulations 4(1) and 4(2) of the Preferential Procurement Regulations, 2022, as follows:**

SPECIFIC GOALS	POINTS
Price	90
Specific goals	10

### Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

$$P_s = 90 \times \{1 - (P_t - P_{min}) / P_{min}\}$$

Where:

$P_s$  = Points score for price

$P_t$  = Comparative price of tender under consideration

$P_{min}$  = Comparative price of the lowest acceptable tender

Specific goals points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:

Specific goals (Historical disadvantaged individuals)	Number of points	Proof of documents to claim points
Black owned	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
Women owned	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
People with disabilities	2	-Valid B-BBEE Certificate or valid Sworn Affidavit - Copy of a valid Medical Certificate signed by a Medical Professional
Youth	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
Military Veterans	2	-Provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company

**Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)**

## **25. BRIEFING SESSION**

### **A COMPULSORY PHYSICAL BRIEFING SESSION WILL BE HELD AS FOLLOWS:**

Venue: Gauteng Department of Agriculture, Umnotho House, 56 Eloff Street, Auditorium - 2<sup>nd</sup> Floor Annex Building, Marshalltown, Johannesburg

Date: 01 August 2025

Time: 10h00

25.1 The briefing session is compulsory, and bidders will be given an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

25.2 The Gauteng Department of Agriculture and Rural Development reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

## **26. SUBMISSION OF BIDS**

Bidders must neatly bind their bid document/s and ensure that all pages are completed in full and duly signed. All submissions must be made as follows:

- a) The hard copy proposals must be submitted in 2 different sealed envelopes:
- b) One (1) for proposal (technical response) and one for (1) pricing schedule.
- c) The submissions must be clearly marked with the description and the RFP number and submitted at: **Gauteng Department of Agriculture and Rural Development, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg**

## **27. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

27.1.1 In order for Gauteng Department of Agriculture and Rural Development (GDARD) to consider the Bidder's response to the tender to become a service provider of GDARD, it will be necessary for GDARD to process certain personal information which the Bidder may share with GDARD, for the purpose of the response to tender, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

27.1.2 GDARD will process the Bidder's Personal Information in accordance with GDARD's applicable policies and manuals.

27.1.3 Access to Bidder's Personal Information and Purpose Specification - Personal Information will be processed by GDARD for purposes of assessing the Bidder's submission in relation to the tender, i.e., the purposes of assessing current services/goods required by GDARD. GDARD may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDARD's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

27.1.4 Consent - By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to GDARD's processing of the Bidder's Personal Information for the purposes of evaluating its tender submission, including to confirm and verify any information provided in the submission and Bidder gives GDARD permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to GDARD and the Bidder agrees that the Personal Information may be disclosed by GDARD to third parties, including GDARD's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraw its consent at any stage, GDARD may be unable to process Bidder's proposals.

## **28. ENQUIRIES**

### **28.1.1 Supply Chain related questions may be directed to:**

Ms Lindi Ngati  
Supply Chain Management Directorate  
Email: [Ursula.Ngati@gauteng.gov.za](mailto:Ursula.Ngati@gauteng.gov.za)

### **28.1.2 Technical related questions may be directed to:**

Mr Molatlhegi Mokate  
Facilities Management Directorate  
Email: [Molatlhegi.mokate@gauteng.gov.za](mailto:Molatlhegi.mokate@gauteng.gov.za)



**GAUTENG PROVINCE**

ENVIRONMENT  
REPUBLIC OF SOUTH AFRICA

## **TERMS OF REFERENCE**

### **DELIVERABLE 2**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SECURITY SERVICES PROVIDER FOR PHYSICAL GUARDING SERVICES TO BE PROVIDED TO THE GAUTENG DEPARTMENT OF ENVIRONMENT FOR A PERIOD OF THIRTY-SIX [36] MONTHS**

## **1.PURPOSE**

- 1.1 The purpose is to request bidders to submit bid proposals for the provision of security guarding services at Gauteng Department of Environment (the GDEnv) Offices and Nature Reserves for a period of thirty-six [36] months.

## **2.BACKGROUND**

- 2.1 The GDEnv (referred to as “the Department”), seek to ensure a conducive and safe working environment for their employees, members of the public and Service Provider(s) by providing comprehensive security services to their buildings and land under their control.
- 2.2 It is imperative for the Department to ensure that the buildings are secured in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985 and the Minimum Physical Security Standards.

## **3.SCOPE OF WORK**

3.1 The Bidder shall provide the following security services for GDEnv:

- a) Guard and protect assets from theft, arson, pilferage, robbery and other unlawful acts committed by any person. This duty will be done on a 24/7 basis.
- b) Protect officials (MEC and HOD), employees and visitors from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within the premises or on land under the control of GDEnv.
- c) The bidder shall conduct searching of all vehicles, baggage carried by people moving in and out the premises.
- d) The bidder shall conduct searches of people, including staff members, coming in and out of the premises.
- e) Operate CCTV and access control equipment in the Control Room.
- f) Security control room operators will be operating the control room on rotational basis.
- g) Ensure all posts are always manned according to schedule.
- h) Conduct regular patrols in and around the GDEnv premises including Nature Reserves.
- i) Manage crowd control in all the premises.
- j) Prevent the illegal land invasion in all sites.
- k) Security officers must have a basic knowledge of First Aid and Fire Fighting skills.
- l) The Successful Bidder must formulate an operational plan prior to commencing of duties on the site and this will be made available to GDEnv Safety and Security Unit.
- m) Provide Risk assessment report within six (6) months and recommend measures to GDEnv to prevent undesired illegal issues.
- n) The guards must wear corporate uniform at the offices and combat uniform at the Nature Reserves
- o) Officers must be of sound moral character, courteous and without any past criminal cases.

**N.B** The table below outlines key deliverable for the successful bidders to be appointed.

**Preferred Project Deliverable**

- *Bidders have the option to bid for one or more of the project deliverables listed below. Kindly indicate your preference by stating **YES/NO** in the applicable fields below.*
- Should the bidder not indicate the preferred project deliverable the bidder **will not** be evaluated for that deliverable.

DELIVERABLE NO.	PROJECT DELIVERABLES DESCRIPTION/S	YES/NO
1.	<p><b><u>PHYSICAL GUARDING SERVICES AT:</u></b></p> <ul style="list-style-type: none"> <li>➤ Johannesburg CBD (Head Office GDARD)</li> <li>➤ Germiston</li> <li>➤ Vereeniging</li> <li>➤ Pretoria</li> <li>➤ Westrand</li> <li>➤ Bronkhorstspuit</li> <li>➤ Temba</li> <li>➤ Sebokeng Agripark</li> <li>➤ Bekkersdaal Agripark</li> <li>➤ Isigayo Milling Plant</li> </ul>	
2.	<p><b><u>PHYSICAL GUARDING SERVICES AT:</u></b></p> <ul style="list-style-type: none"> <li>➤ Johannesburg CBD (Head Office GDEnv)</li> <li>➤ Abe Bailey Nature Reserve</li> <li>➤ Alice Glockner Nature Reserve</li> <li>➤ Leeuwfontein Nature Reserve</li> <li>➤ Marievale Nature Reserve</li> <li>➤ Roodeplaat Dam Nature Reserve</li> <li>➤ Roodeplaat Youth Centre</li> <li>➤ Suikerbosrand Nature Reserve</li> </ul>	



**DELIVERABLE 2**

			Equipment				
SITES	GRADE C	GRADE B	RADIOS	BATONS	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Johannesburg CBD</b>							
Day Shift	7	1	7 Handheld	3	5	Nil	Nil
Night Shift, and Public Holidays	3	0	1 Base Radios				
<b>Sub Total</b>	<b>10</b>	<b>1</b>	<b>7 Handheld</b> <b>1 Base Radios</b>	<b>3</b>	<b>5</b>	<b>Nil</b>	<b>Nil</b>
<ul style="list-style-type: none"> <li>5 x Handcuffs</li> <li>5x Handheld metal detector</li> <li>1x Panic Button linked to Reaction Unit</li> <li>1 x Guard Monitoring System</li> </ul>							

**3.1.4 NATURE RESERVES**

					Equipment			
SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Abe Bailey</b>								
Day Shift	13	2	2	7–Handheld  1 – Base Radio	2 Security Dogs  2 Dog Kennels	5	3 x R4/R5 rifles (night vision telescope)  4x 9mm pistols	<b>2 X high rider vehicles that can travel rocky and mountainous areas with spotlights</b>
Night Shift	10	2						
<b>Sub Total</b>	<b>23</b>	<b>4</b>	<b>2</b>	<b>7–Handheld</b>  <b>1 – Base Radio</b>	<b>2 Security Dogs</b>  <b>2 Dog Kennels</b>	<b>5</b>	<b>7</b>	<b>2 X high rider vehicles that can travel rocky and mountainous areas with spotlights</b>
<b><u>Additional Equipment</u></b>								

<ul style="list-style-type: none"> <li>1x Quad Bikes</li> <li>1 x Guard monitoring system (Minimum of 16 clocking points)</li> <li>8 x Handcuffs</li> <li>1 x Panic Button linked to Reaction Unit</li> <li>8 x Batons</li> <li>1x Mobile toilet</li> <li>2x Guard Room</li> </ul>				SECTION 1 - ISSUE DATE: 24/07/2025				Page 50 of 93	
SITES		GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Alice Glockner Butterfly Sanctuary		3	Nil	1	1 Handheld 1 Base Radio	1 Security Dog 1 Dog Kennel	2	2 x 9mm pistol	Nil
Day Shift									
Night Shift		3							
Sub Total		6	Nil	1	1 Handheld 1 Base Radio	1 Security Dog 1 Dog Kennel	2	2	Nil
<b>Additional Equipment</b>									
<ul style="list-style-type: none"> <li>1 x Guard monitoring system (Minimum of 10 clocking points)</li> <li>2 x Handcuffs</li> <li>1 x Panic Button linked to Reaction Unit</li> <li>2 x Batons</li> </ul>									
SITES		GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Leeuwfontein Nature Reserve		7	1	2	4 - Hand Held 1 – Base Radio	1 Security Dog 1 Dog Kennel	4	1 x R4/R5 rifles (night vision telescope) 1x R1 rifle 3x9mm pistols	1 X high rider vehicles that can travel rocky and mountainous areas with spotlights
Day Shift									
Night Shift		6	1						

Sub Total	15	2	2	4 - Hand Held	1 Security Dog	4	5	1 X High rider vehicles that can travel rocky and mountainous areas with spotlights
				1 – Base Radio	1 Dog Kennel			

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 5 x Handcuffs
- 2 x Panic Button linked to Reaction Unit ( one at guard room and one in the vehicle )
- 5 x Batons

				Equipment				
SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Marievale Nature Reserve Day Shift	7	1	1	3 - Hand Held	Nil	3	2x R4/R5 rifles (night vision telescope)  3x9mm pistols	1 X high rider vehicles that can travel rocky and mountainous areas with spotlights
Night Shift	7	1		1 – Base Radio				
Sub Total	14	2	1	3 - Hand Held  1 – Base Radio	Nil	3	5	1 X high rider vehicles that can travel rocky and mountainous areas with spotlights

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 5 x Handcuffs
- 1 x Panic Button linked to Reaction Unit
- 5 x Batons
- 1xMobile toilet (Gate 2)

				Equipment				
SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
Roodeplaat Dam Nature Reserve	7	1	1	6 Handheld	2 Security Dogs	6		1 X high rider vehicles that can

<b>Day Shift</b>	GT/GDARD/026/2025		SECTION 1 - ISSUE DATE: 24/07/2025					3x R4/R5 rifles (night vision telescope)	Rocky and mountainous areas with spotlights
Night Shift	13	1		1 Base Radio	2 Dog Kennels			3x9mm pistols	
<b>Sub Total</b>	<b>20</b>	<b>2</b>	<b>1</b>	<b>6 Handheld</b> <b>1 Base Radio</b>	<b>2 Security Dog</b> <b>2 Dog Kennel</b>	<b>6</b>	<b>6</b>		<b>1X high rider vehicles that can travel rocky and mountainous areas with spotlights</b>

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 17 clocking points)
- 10 x Handcuffs
- 2 x Panic Button linked to Reaction Unit ( one at guard room and one in the vehicle )
- 10 x Batons
- 

				Equipment				
SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT
<b>Roodeplaat Youth Centre</b>		NIL						
Day Shift	3		1	2 Handheld	1 Security Dog	2	2x9mm pistols	Nil
Night Shift	3			1 Base Radio	1 Dog Kennel			
<b>Sub Total</b>	<b>6</b>	<b>Nil</b>	<b>1</b>	<b>2 Handheld</b> <b>1 Base Radio</b>	<b>1 Security Dog</b> <b>1 Dog Kennel</b>	<b>2</b>	<b>2</b>	<b>Nil</b>

#### Additional Equipment

- 1 x Guard monitoring system (Minimum of 10 clocking points)
- 3 x Handcuffs
- 1 x Panic Button linked to Reaction Unit
- 3 x Batons

				Equipment				
SITES	GRADE C	GRADE B	HAND HELD METAL DETECTOR	RADIOS	SECURITY DOG AND DOG KENNEL	TORCHES	FIREARM	PATROL VEHICLE WITH SPOTLIGHT

Suikerbosrand Nature Reserve		GT/GDARD/026/2025		SECTION 1 - ISSUE DATE: 24/07/2025				Page 53 of 93	
Day Shift	28	2	2	10 Handheld 2 Base Radio	5 Security Dogs 5 Dog Kennels	10	6 x R4/R5 rifle 10 X 9MM	2 X high rider vehicles that can travel rocky and mountainous areas with spotlights	
Night Shift	30	2							
Sub Total	58	4	2	10 Handheld 2 Base Radio	5 Security Dogs 5 Dog Kennels	10	16	2 X high rider vehicles that can travel rocky and mountainous areas with spotlights	
<b>Additional Equipment</b> <ul style="list-style-type: none"><li>3 x Guard monitoring system (Minimum of 10 clocking points for each monitoring system)</li><li>19 x Handcuffs</li><li>3 x Panic Button linked to Reaction Unit</li><li>19 x Batons</li><li>2x Mobile Toilet</li></ul>									

# TOTAL EQUIPMENT REQUIRED PER SITE (DELIVERABLE 2)

SECTION 1 - ISSUE DATE: 24/07/2025

Page 54 of 93

SITE	GR.C	GR.B	TWO WAY RADIOS	BATTON	TORCH	FIRE ARM	PATROL VEHICLE WITH SPOTLIGHT	PTT/B ASE RADIO	HANDCU FF	METAL DETECTOR	QUARD BIKE	PANIC BUTTON	GUARD MONITORING SYSTEM	SECURITY DOGS	DOG KENNEL	MOBILE TOILET	GUARD ROOM
JHB CBD	10	1	7	3	5	0	0	1	5	5	0	1	1	0	0	0	0
ABE BAILEY	23	4	7	8	5	7	2	1	8	2	2	1	1	2	2	1	2
ALICE GLOCK	6	0	1	2	2	2	0	1	2	1	0	1	1	1	1	0	0
LEEUFONTEIN	13	2	4	5	4	5	1	1	5	2	0	2	1	1	1	0	0
MARIEVALE	14	2	3	5	3	5	1	1	5	1	0	2	1	0	0	1	0
ROODEPLAAT	20	2	6	10	6	6	1	1	10	1	0	2	1	2	2	0	0
YOUTH CENTR	6	0	2	3	2	2	0	1	3	1	0	1	1	1	1	0	0
SUIKERBOS	58	4	10	19	10	16	3	2	19	2	0	3	3	5	5	2	2
TOTALS	150	15	40	55	37	42	8	9	57	15	2	13	10	12	12	4	4

## Additional Equipment

- Occurrence Books for all sites

### **N.B**

- All sites that require security dog must have a competent dog handler.
- Firearms must be 9mm pistols.
- All Patrol Vehicles must be Light Delivery Vehicles (LDV) (Single Cab) (roadworthy)
- It is the responsibility of the service provider to provide the ICASA license where needed for radio communication.
- CCTV Monitoring in all the sites by security officers
- Vehicles register for all sites.

### **Risk Profiles**

<b><u>SITE</u></b>	<b><u>Risk</u></b>	<b><u>Level of Risk</u></b>
Abe Bailey Nature Reserve Leeufontein Nature Reserve Marievale Nature Reserves Roodeplaat Dam Nature Reserve Suikerbosrand Nature Reserve	Burglary and Theft of Assets, and vandalism of infrastructure and poaching	High

## **4. PROFESSIONAL SERVICES CONTRACT**

- 4.1 A Professional Services Contract will be required to be signed between the GDEnv and the Bidder.
- 4.2 The duration of the said Contract will be 36 months.
- 4.3 Invoicing and payment will be monthly.
- 4.4 Service Provider is expected to produce monthly report and site control sheet before invoicing.

## **5. SECURITY BACKGROUND CHECKS**

- 5.1 The GDEnv reserves the right to conduct security background checks in respect of the prospective Bidder.
- 5.2 The appointment of a Bidder is subject to a Positive Security Clearance from the State Security Agency (SSA).

## **6. APPLICABLE DOCUMENTS: LEGISLATION AND POLICY DOCUMENTS**

The prospective Bidder must have knowledge of the following legislation and standards (as amended), in so far as the Department is concerned:

- Constitution of the Republic of South Africa, 1996
- Protection of Information Act 84 of 1982
- Promotion of Access to Information Act 2 of 2000
- Promotion of Administrative Justice Act 3 of 2000
- Criminal Procedure Act 51 of 1977
- Occupational Health and Safety Act 85 of 1993

- g) Private Security Industry Regulation Act 56 of 2001
- h) Control of Access to Public Premises and Vehicles Act 53 of 1985
- i) Trespass Act 6 of 1959
- j) Information Act 70 of 2002
- k) Labour Relations Act 66 of 1995
- l) Employment Equity Act 55 of 1998
- m) Performing Animals Protection Act 24 of 1935
- n) Animal Protection Act 71 of 1962
- o) Fire-arms Control Act 60 of 2000
- p) Minimum Information Security Standards, 2009
- q) Minimum Physical Security Standard
- r) National Environmental Management: Protected Areas act, 2003 (act no. 57 of 2003)

**Note: Should there be an update of any legislation or standard referred to in this document; the updated version shall be applicable.**

## **7.CONDITIONS OF CONTRACT**

- 7.1 The Bidder and his/her employees must sign a “Declaration of Secrecy” with the Department before commencement of services.
- 7.2 The Bidder must make use of Category “B” and “C” Security Officers, as defined in the Private Security Industry Regulation Act 56 of 2001
- 7.3 All security officers deployed by the Bidder in terms of this tender, must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.
- 7.4 All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority (“the PSIRA”).
- 7.5 The prospective Bidder **may** be required to absorb or retain 100% of the security officers based at the Department in terms of the previous security contract.

## **8.PERSONNEL**

- 8.1 The Bidder’s Operations Manager (Security Officer Grade A) must be personally available to do the work as and when required.
- 8.2 First-level Security Supervisor (Security Officer Grade B) is the person exercising complete supervision and control over security staff at a site where security services are rendered by the Bidder.
- 8.3 Security Officer Grade C is the person who shall provide the physical security services (access control and patrols).
- 8.4 It is the responsibility of the Bidder to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, always meet the following requirements:

### **8.4.1 Supervisors: (Grade B)**

- 8.4.2 Supervisors must be schooled to at least Grade 12 level and must have basic management skills.
- 8.4.3 Supervisors must have a good grounding in their post descriptions and duties.
- 8.4.4 Supervisors must always be capable of leading/controlling and supervising their subordinates.



8.5 The Bidder shall, in order to ensure the continuity of the services, in the application of the security measures as contained in this tender and in the Contract, allocate specific personnel for the services on the site, keeping in mind that rotation from time to time, of security personnel is a healthy practice.

8.6 The quality of the security services to be rendered must not only be in accordance with the acceptable standard of the trade concerned, but also be in line with specific standards as contained, amongst others, in legislation.

All possible steps must be taken by the bidder to ensure the correct intended execution of this contract

**8.6.1** Supervisors must be able to communicate, read and write.

**8.6.2 Security Officers: (Grade C).**

8.6.3 Security Officers must be schooled to at least Grade 10 level.

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

8.6.5 Security Officers may not be younger than 18 years of age.

#### **8.6.6 General (Supervisors and Security Officers):**

**8.6.6.1** Supervisors and Security Officers must have undergone and passed formal security training as approved by the PSIRA. They must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink and fiddle with cell phones while attending to people.

8.6.6.2 They must always present a dedicated attitude/ approach to security.

8.6.6.3 They must be registered as Security Officers in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

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

8.6.6.5 They are prohibited from reading documents or records in Departmental offices or from the unnecessary handling thereof.

8.6.6.6 No information concerning Departmental activities may be furnished to the public or news media by the Bidder and his employees.

8.6.6.7 The GDEnv reserves the right to ascertain from the PSIRA whether each security staff member in service of the Bidder, are registered with the PSIRA.

8.6.6.8 The Bidder undertakes to ensure that each member of his/her/its security personnel, will always when on duty, be fully equipped in respect all necessary equipment to execute his/her duties.

8.6.6.9 The security officers must be South Africans with Identity Documents.

**NB: A clear identification card showing the security officer's photo, full names and company numbers, must always be worn conspicuously by each security guard on duty.**

### **9.OCCURRENCE BOOK (ONE FOR EACH SITE)**

#### **9.1 Purpose**

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

## 9.2 Compulsory Occurrence Book Entries

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

- a) All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made, clearly legible, in blue/black ink.
- b) All occurrences, however important, slight or unusual, with reference to the correct time and relevant actions taken.
- c) All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.
- d) The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.
- e) The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.
- f) The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- g) Occurrence book read: After the taking-over of shifts, the Supervisor must make an entry declaring that he/she has read the occurrence-book in order to acquaint him/herself with events that occurred during the previous shift.
- h) All visits by the Bidder's management must be recorded in red ink.
- i) Officials of the Department shall communicate by writing in the occurrence book, all additional requests in respect of the rendering of the services.

**NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side and no pages should be removed from the book.**

## 8.3. Storage of Occurrence Books

All completed occurrence books must be handed to the client at Head Office.

## 10. CONTRACTUAL ARRANGEMENTS

- a) The Terms of Reference as well as the project proposal will act as an agreement between the Department and the Bidder. However, an additional contractual document will be drawn up detailing all contractual obligations and it will be expected of the Bidder to sign such document with the Department.
- b) The Bidder will report directly to and hand over all deliverables to be reviewed and sanctioned to the Department's project manager.
- c) Additional requirement on the awarded service provider deliverables will be provision of Monthly reports and quarterly profiling of sites.
- d) Once appointed, an order number will be issued to the Bidder, which must be used in all future financial related correspondence.
- e) Invoices must detail specific activities performed.
- f) Payment will be made following review and approval of each deliverable received from the Bidder.
- g) No up-front payments will be made. The Department will pay for satisfactory completion of work within 30 days of submission of invoice.

## **11. CLIENT LIAISON**

**11.1** The Security Supervisor must make daily contact with the Departmental representative at each site to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of the services.

**11.2** Once a month, there shall be a meeting between the Bidder and the Departmental representatives. Minutes must be taken, and such minutes must be kept by the Departmental representatives.

## **12. COMPLIANCE WITH LABOUR AND RELATED LEGISLATION AND STANDARDS**

**12.1** The Bidder undertakes to, always, including for the full duration of the contract, be compliant with all labour and related legislation.

**12.2** The Bidder acknowledges that it's non-compliance with legislation and standards may potentially negatively reflect on the image of the Department. As the Department, cannot be seen to condone unfair labour practices, non-compliance by the Bidder shall be a ground for terminating the contract.

**NOTE: No security guard may be allowed to do continuous duty for longer than twelve hours.**

## **13. LOST ARTICLES**

**13.1.** Lost articles are articles found at the site, for which ownership cannot be established immediately. It must be handed in at the Control Room.

**13.2.** All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the Departmental representative immediately.

## **14. DELIVERIES**

**14.1.** No deliveries by any person will be received at the Control Room. The necessary arrangements must be made by the Departmental representative.

**14.2.** No deliveries will be received after hours, over weekends, at night and on public holidays

## **15. LABOUR UNREST INCIDENTS**

### **15.1. Definition**

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

### **15.2. Labour Unrest at the Site**

When the security services are interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the

control of the Bidder, the Bidder and the Department must come to an agreement on the methods to ensure continuation of the security services.

**NB: When the services are interrupted or compromised because of labour unrest or labour dispute on the side of the Bidder, the GDEnv reserves the right to terminate the contract.**

## **16. EXERCISING OF CONTROL OVER THE SERVICES**

An inspection of the rendering of the services shall be done by the Bidder's supervisory staff at each site, as well as by the Bidder's management on at least a weekly basis. The following further points will also be applicable.

**16.1.** The GDEnv reserves the right to inspect the services rendered by the Bidder at any time, to ensure that the services are rendered in accordance with the conditions of contract and all applicable specifications. This includes the posting of sufficient staff as per these specifications.

**16.2.** All personnel shortages at a site must be noted down by security supervisor in the occurrence book of that site.

## **17. INSURANCE**

**17.1.** The Bidder must, at his/her/its own expense, take out R 10 million minimum insurance against any claims, costs, loss and/or damage ensuing from his/her/its obligations and shall ensure that such insurance remains operative for the duration of the contract.

**17.2.** A copy of the insurance contract must be provided to the Departmental representative on commencement of the services.

**17.3.** Proof that insurance premiums have been paid up to date, must be furnished with the commencement of the contract and must thereafter also be submitted monthly to the Departmental representative.

## **18. GENERAL**

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

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

**18.3.** The Bidder is responsible for the training of his/her/its personnel at the site in respect of the emergency plan applicable to the specific site and will form part of the Safety Committee on site.

**18.4.** All keys required to obtain entry to those parts of the site where the services are to be rendered, will be provided by the Department.

**18.5.** The Bidder's personnel must always refrain from littering and must keep the grounds and buildings services by them, clean, hygienic and neat, including their workspace.

**18.6.** Under no circumstances may any of the Bidder's security staff members do any trading while on site.

## **19. ADVERTISING**

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

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

## **20. PAYMENTS AND PRO RATA DECREASE OF PAYMENT**

**20.1.** If the Bidder at any time does not comply with the Conditions of Contract or the site specifications, the Department reserves the right to adjust payment pro rata in **respect of short postings and/or services not rendered by the Bidder**. These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Contract.

**20.2.** The relevant stipulations of the Public Finance Management Act 1 of 1999 ("the PFMA") i.e. Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.

## **21. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers/service providers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder, to register for GPT Electronic Invoice Submission and Tracking, on award. GDEnv and the GPT shall assist the successful bidder/s in this regard, if required.

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

## **22. TERMINATION OF SERVICE**

**22.1.** The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.

**22.2.** The contract may be terminated immediately should the Bidder no longer qualify as a Security Officer in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001.

**22.3.** The contract will be terminated immediately should the Bidder not comply with all requirements and qualifications in terms of the Security Officers Act 92 of 1987, as amended by the Private Security Industry Regulation Act 56 of 2001, and if so, he/she/it immediately must notify the GDEnv thereof; and remove any of his/her/its employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.

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

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

## **23. AUTHORIZATION**

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

- Access control
- Additional services

## **24. EVALUATION METHODOLOGY**

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act (Act No. 1 of 1999), Preferential Procurement Policy Framework, Act no 5 of 2000, Preferential Procurement Regulations 2022, Supply Chain Management Policy of the Department of Environment and applicable Supply Chain Management Policy, Treasury Regulations.

The first stage will be the evaluation of bids on administrative compliance which consist of Mandatory documents, functionality / desk-top evaluation, and site visit evaluation. During this stage, bids that do not meet the minimum requirements and threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e. evaluation on Price and Specific goals Points. It must be noted that the functionality points allocated, will not form part of the total specific goals points.

The 90/10-point system will apply to this project. 90 points max will apply to Price (Ps) and 10 points max will apply to Specific goals. The bid will be evaluated in the two stages stated below:

Stage 1A: Administrative Compliance

Stage 1B: Functionality

Stage 1C: Site visits

Stage 2: Price and Specific goals

- ✓ Price = 90 Points
- ✓ Specific goals points = 10 Points

## **24.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE**

### **24.1.1 Mandatory Documents**

- a) A duly completed and signed Invitation to Bid form SBD 1
- b) A duly completed and signed Declaration of Interest form SBD 4
- c) A duly completed and signed Preference Points Claim Form SBD 6.1
- d) A completed and signed Pricing Schedule including Total Bid Price, Form SBD 3.3
- e) A copy of a proof of registration reflecting the UIF reference number.
- f) Certified copy of a Valid Compensation of Injury Diseases Act (COIDA) certificate.
- g) Certified Copy of a Valid Company Registration certificate with PSIRA
- h) Certified Copy of a Valid Company Owner/s Registration certificate with PSIRA.
- i) A certified copy of valid Letter of Good Standing from PSIRA.
- j) A certified copy of valid Letter of Good Standing from the PSSPF.
- k) Certified copy/s of Director/s ID/s.
- l) Certified copy of Company Firearm License
- m) A valid teaming agreement in the case of a Consortium or Joint-Venture signed by all party representatives. Document should be in full and indicate the leading partner and proposed revenue split.
- n) A R 10 million minimum insurance cover that must be valid at the date of tender closure (the submitted document to state commencement and expiry date of cover) or A letter of intent from an insurance company for cover of minimum R10 million. In the case of a Consortium or Joint-Venture submit R 10 million minimum professional indemnity insurance cover of the leading partner or A letter of intent from an insurance company for cover of minimum R10 million (Cover should include but not limited to loss of asset, Injuries, theft, animal assets) Should the requested professional indemnity cover or letter of intent from an insurance company not be submitted and/or the minimum is below R10 million such bid will not be evaluated further or not be considered.
- o) A valid originally stamped compulsory briefing declaration of attendance certificate completed and signed by GDEnv and Bidder (SCM 03)

### **24.1.2 Other Returnable Documents**

- a) A Tax Compliance Status Pin. For consortium or Joint-Ventures, submit a Tax Compliance Status Pin for each party.
- b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party.

- c) Company Profile
- d) Company registration (CIPC) document
- e) A copy of a valid BBBEE certificate or affidavit. For Consortiums or Joint-Ventures, submit for each party.

## 24.2 FUNCTIONALITY EVALUATION (STAGE 1B)

**Any bidder who does not meet the minimum threshold of 50 out of 65 points will be eliminated and will not be considered for the next stage of Mandatory Site Visits and Pricing.**

FUNCTIONAL EVALUATION CRITERIA	WEIGHTING
<b>1. A CLEARLY DEFINED METHODOLOGY AND PROJECT IMPLEMENTATION PLAN</b>	<b>30 Points</b>
<p>The bid document must outline the proposed methodology that indicates how the bidder will deliver the scope of work from cradle to grave.</p> <p><b>The methodology will be scored in terms of the following 5 criteria:</b></p> <ul style="list-style-type: none"> <li>I. The activities in the methodology are linked to clear outputs. (5) points <ul style="list-style-type: none"> <li>• 5 activities in the methodology that are linked to clear outputs. (5) points</li> <li>• 4 activities in the methodology are linked to clear outputs. (4) points</li> <li>• 3 activities in the methodology are linked to clear outputs. (3) points</li> <li>• 2 activities in the methodology are linked to clear outputs. (2) points</li> <li>• 1 activity in the methodology is linked to clear outputs. (1) point</li> </ul> </li> <li>II. <b>The methodology outlines an allocation of Resources (recruitment process, in-service training, screening, deployment, Security equipment for all activities. (8)</b> <ul style="list-style-type: none"> <li>• Methodology that outlines an allocation of 8 Resources (8) points.</li> <li>• Methodology that outlines an allocation of 7 Resources (7) points.</li> <li>• Methodology that outlines an allocation of 6 Resources (6) points.</li> <li>• Methodology that outlines an allocation of 5 Resources (5) points.</li> <li>• Methodology that outlines an allocation of 4 Resources (4) points.</li> <li>• Methodology that outlines an allocation of 3 Resources (3) points.</li> <li>• Methodology that outlines an allocation of 2 Resources (2) points.</li> <li>• Methodology that outlines an allocation of 1 Resource (1) point.</li> </ul> </li> <li>III. <b>The timelines for activities and outputs are scheduled appropriately (5)</b> <ul style="list-style-type: none"> <li>• Timelines for 5 activities and outputs are scheduled appropriately: (5) points.</li> <li>• Timelines for 4 activities and outputs are scheduled appropriately: (4) points.</li> <li>• Timelines for 3 activities and outputs are scheduled appropriately: (3) points.</li> <li>• Timelines for 2 activities and outputs are scheduled appropriately: (2) points.</li> </ul> </li> </ul>	



- Timeline for 1 activity and outputs is scheduled appropriately: (1) point.

**IV. The methodology is fully aligned to the scope of work including those of field ranging or anti-poaching operation. (6)**

Well-defined 6 activities that have scheduled completion dates with relevant outputs (6) points.

- Well-defined 5 activities that have scheduled completion dates with relevant outputs. (5) points
- Well-defined 4 activities that have scheduled completion dates with relevant outputs. (4) points
- Well-defined 3 activities that have scheduled completion dates with relevant outputs (3) points.
- Well-defined 2 activities that have scheduled completion dates with relevant outputs (2) points.
- Well-defined 1 activity that have scheduled completion dates with relevant outputs (1) point.

**V. Contingency plans in the event of scenarios including but not limited to strikes, emergency lock-down, short posting, emergency situation or load shedding. (6)**

- Contingency plans in the event of 6 scenarios (6) points
- Contingency plans in the event of 5 scenarios (5) points
- Contingency plans in the event of 4 scenarios (4) points
- Contingency plans in the event of 3 scenarios (3) points
- Contingency plans in the event of 2 scenarios (2) points
- Contingency plans in the event of 1 scenario (1) point

**2. KEY PERSONNEL**

**15 POINTS**

**OPERATIONS MANAGER** (the below mentioned requirements must apply to one and the same person) attach CV of the operations manager

Certified copy of valid PSIRA Grade A or B Certificate = **05 Points**

Certified copy of valid (from SAPS) Competency Firearm Certificate = **05 Points**

<b>Certified copy of Latest Firearm Refresher Reports=05 Points</b>	
I. Re-fresher training attended between 2023/11/01 to 2024/06/30=5 Points II. Re-fresher training attended between 2023/05/01 to 2023/10/31= 3 points III. Re-fresher training attended between 2022/11/01 to 2023/04/30 = 2 Points	
<b>3. DOG HANDLING</b>	<b>5 Points</b>
Provide an original certified copy of the licence and the accompanying certificate Company Registration Certificate in terms of the Performing Animals Protection Act 24 of 1935  <b>NB: For bidders to score points on this criterion they need to submit as follows:</b>  I. For the bidder owning the dogs – proof of license and accompanying certificate should be provided. II. For the bidder who will be leasing the dogs - the bidder to provide copy of contract between the bidder <b>AND</b> the supplier and proof of license and accompanying certificate from the supplier; <b>OR</b> letter of intent between the bidder and the supplier accompanied by proof of license and accompanying certificate from the supplier.	
<b>4. COMPANY EXPERIENCE</b>	<b>10 Points</b>
Bidders must have experience in the field and have proven track record on Security Services. Bidders must submit relevant dated signed reference letter(s) on the letterhead of the client(s) with contactable references indicating project description and reference/ contract number of the Security Services project(s) successfully completed in the last five years or current contracts. <b>N.B Appointment letters and emails will not be accepted as reference letter.</b>  5 and more reference letters on Security Services projects = <b>10 Points</b> 4 reference letters on Security Services = <b>8 Points</b> 3 reference letters on Security Services = <b>6 Points</b> 2 reference letters on Security Services = <b>4 Points</b> 1 reference letter on Security Services = <b>2 Points</b> No reference letter on Security Services = <b>0 Point</b>	
<b>5. LOCALITY (Gauteng based office space)</b>	<b>5 Points</b>
Proof in a form of municipal rates and taxes statement must be attached <b>OR</b> Municipal proof must be in the name of the bidding company or Lessor where premises are leased (Attach proof of lease agreement) <b>OR</b> where used premises belong to company owners, provide proof in Owners name from Municipality. = 05 Points Letter of intent to establish an office in Gauteng must be submitted= <b>2 Points</b>	
No submission of proof in the form of municipal rates and taxes statement or letter of intent to establish an office in Gauteng = <b>0 Point</b>	
<b>TOTAL POINTS (minimum threshold of 50 required to proceed to next stage)</b>	<b>65 Points</b>

**24.3 MANDATORY SITE VISITS (STAGE 1C)**

**Any bidder who does not meet the minimum threshold of 25 points out of 35 will be eliminated and will not be considered for the next stage of Pricing.**

<b>MANDATORY SITE VISITS</b>	<b>Total point allocated</b>
<b>1.Resources to be used daily as per specification (Bidders will be required to demonstrate the use of the below mentioned resources as per the TOR)</b>	<b>20 Points</b>
<b>Availability of supplier agreement for Personnel Uniform as stated in Scope of Work paragraph 3</b> Bidder to produce proof of supplier agreement showing/stating 5 days lead time from date of order by bidder= <b>3 points</b> .	<b>3 Points</b>
Bidder to produce proof of supplier agreement showing/stating 6 - 10 days lead time from date of order by bidder= <b>2 Points</b>	
Bidder to produce proof of supplier agreement showing/stating 11 - 15 days lead time from date of order by bidder= <b>1 Point</b>	
No proof of supplier agreement or showing/stating 16 days lead time from date of order by bidder= <b>0 Point</b>	
<b>The availability of control room/s to monitor alarm activations and dispense the armed response vehicle/s</b>	<b>3 Points</b>
Tested alarm activation and it functioned on 1 <sup>st</sup> attempt (chosen site to press panic button and deployed system to function as expected) bidder to explain first how system functions before panel evaluation= <b>1 Point</b>	
Called one site chosen by panel and call answered on 1 <sup>st</sup> attempt using alternative communication method deployed by company= <b>1 Point</b>	
Two-way radios = Control room to call site chosen by panel using base radio to test functionality of system. Chosen site to answer on 1 <sup>st</sup> attempt= <b>1 Point</b>	
<b>Patrol vehicles = 3 Points</b>  Bidder to show compliance with National Road Traffic Act 93 of 1996. E.g. keeps roadworthy vehicles Panel to choose from fleet of bidder vehicle to test compliance	<b>3 Points</b>
Chosen vehicle has a valid License disk= <b>1 Point</b>	
Bidder to provide copy of R114 – statement of account from Municipality where bidders vehicles are registered. Bidder to request R114 at least two weeks after date of tender closure. I. No enforcement orders on report= <b>1 Point</b> II. existence of enforcement order on report= <b>0 Point</b>	

Produce proof of regular servicing as per manufacturer's manual= <b>1 Point</b>	
<b>Occurrence book</b> Active entries into the occurrence book= <b>1 Point</b>	<b>2 Points</b>
Availability of bullet trapping mechanism= <b>1 Point</b>	
Bidder's Armourer to display safe handling procedure when issuing and receiving a firearm	<b>4 Points</b>
Storage of Firearms – compliance to the Firearms Control Regulations 86(4), 2004 III. 1 point for Bidder to produce proof of SAPS permission to store firearms IV. 1 point for Firearms stored in a safe or strongroom	<b>2 Points</b>
<b>Firearms and their Licences</b>  Panel to choose one stored firearm for inspection and score compliance V. chosen firearm to have corresponding license= <b>1 Point</b> VI. chosen firearm to be recorded in bidder's firearm register= <b>1 Point</b> VII. bidder's Designated Firearms' Officer to produce valid competency certificate= <b>1 Point</b>	<b>3 Points</b>
<b>2.Documentation - records, procedures on management and control of sites</b>	<b>15 Points</b>
Staff personnel files showing i.e. <b>SECURITY PERSONNEL</b> ID Copy= <b>3 Points</b> Valid PSIRA Certificate= <b>3 Points</b> Employment Contract= <b>3 Points</b> Copy of Payslip showing contributions towards COIDA, UIF and PSSPF= <b>6 Points</b>	
<b>TOTAL POINTS (minimum threshold of 25 points to proceed to next stage)</b>	<b>35</b>

## 24.4 PRICE AND SPECIFIC GOALS (STAGE 2)

The pricing schedule should be broken down per guard per month with a total over the 36-month period per site and taking into consideration that the required security officers shall be paid according to the PSIRA Price Schedule as gazetted.

The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

**The Price and Specific goals will be evaluated and scored in terms of Regulations 4(1) and 4(2) of the Preferential Procurement Regulations, 2022, as follows:**

SPECIFIC GOALS	POINTS
Price	90
Specific goals	10

### Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

$$P_s = 90 \times \{1 - (P_t - P_{min}) / P_{min}\}$$

Where:

$P_s$  = Points score for price

$P_t$  = Comparative price of tender under consideration

$P_{min}$  = Comparative price of the lowest acceptable tender

Specific goals points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:

Specific goals (Historical disadvantaged individuals)	Number of points	Proof of documents to claim points
Black owned	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
Women owned	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
People with disabilities	2	-Valid B-BBEE Certificate or valid Sworn Affidavit - Copy of a valid Medical Certificate signed by a Medical Professional
Youth	2	Valid B-BBEE Certificate or valid Sworn Affidavit or; - Certified copies of Identity Documents for Directors
Military Veterans	2	-Provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/director / member shareholder of the company

**Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)**

## **25. BRIEFING SESSION**

### **A COMPULSORY PHYSICAL BRIEFING SESSION WILL BE HELD AS FOLLOWS:**

Venue: Gauteng Department of Agriculture, Umnotho House, 56 Eloff Street, Auditorium - 2<sup>nd</sup> Floor Annex Building, Marshalltown, Johannesburg

Date : 01 August 2025

Time : 10h00

25.1 The briefing session is compulsory, and bidders will be given an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

25.2 The Gauteng Department of Environment reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

## **26. SUBMISSION OF BIDS**

Bidders must neatly bind their bid document/s and ensure that all pages are completed in full and duly signed. All submissions must be made as follows:

- a) The hard copy proposals must be submitted in 2 different sealed envelopes:
- b) One (1) for proposal (technical response) and one for (1) pricing schedule.
- c) The submissions must be clearly marked with the description and the RFP number and submitted at: **Gauteng Department of Environment, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg**

## **27. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

27.1.1 In order for Gauteng Department of Environment (GDEnv) to consider the Bidder's response to the tender to become a service provider of GDEnv, it will be necessary for GDEnv to process certain personal information which the Bidder may share with GDEnv, for the purpose of the response to tender, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

27.1.2 GDEnv will process the Bidder's Personal Information in accordance with GDEnv's applicable policies and manuals.

27.1.3 Access to Bidder's Personal Information and Purpose Specification - Personal Information will be processed by GDEnv for purposes of assessing the Bidder's submission in relation to the tender, i.e., the purposes of assessing current services/goods required by GDEnv. GDEnv may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDEnv's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

27.1.4 Consent - By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to GDEnv's processing of the Bidder's Personal Information for the purposes of evaluating its tender submission, including to confirm and verify any information provided in the submission and Bidder gives GDEnv permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to GDEnv and the Bidder agrees that the Personal Information may be disclosed by GDEnv to third parties, including GDEnv's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraw its consent at any stage, GDEnv may be unable to process Bidder's proposals.

## **28. ENQUIRIES**

### **28.1.1 Supply Chain related questions may be directed to:**

Ms Lindi Ngati  
Supply Chain Management Directorate  
Email: [Ursula.Ngati@gauteng.gov.za](mailto:Ursula.Ngati@gauteng.gov.za)

### **28.1.2 Technical related questions may be directed to:**

Mr. Sibusiso Thusi  
Biodiversity Resource Management South- East  
Email: [sibusiso.thusi@gauteng.gov.za](mailto:sibusiso.thusi@gauteng.gov.za)

## **AND**

Mr Molatlhegi Mokate  
Facilities Management Directorate  
Email: [Molatlhegi.mokate@gauteng.gov.za](mailto:Molatlhegi.mokate@gauteng.gov.za)



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

***The latest financial statements for the last two years are required (except if it is a new or a dormant entity)***

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.





# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the

Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **13. VALIDITY**

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**GPG INTEGRITY PACT FOR BUSINESSES**

<b>BIDDER/SUPPLIER/SERVICE PROVIDER</b>	
<b>Signature of the CEO</b>	
<b>Full name of the CEO</b>	
<b>Tender number</b>	
<b>Date</b>	

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 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.

Js General Conditions of Contract (revised July 2010)