



**TENDER NO: RFP08/08/2024**

**APPOINTMENT OF A PANEL OF ARMED AND UNARMED SECURITY SERVICE PROVIDERS TO SAFEGUARD VACANT PROPERTIES, CONTRACTUAL DISPUTE SITES AND DID PROPERTIES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

**ISSUED BY:**

Department of Infrastructure Development  
Chief Directorate Supply Chain Management  
Private Bag X 83  
Marshalltown  
2107

**NAME OF TENDERING ENTITY:**

## INVITATION TO TENDER

Short description of requirements:	APPOINTMENT OF A PANEL OF ARMED AND UNARMED SECURITY SERVICE PROVIDERS TO SAFEGUARD VACANT PROPERTIES, CONTRACTUAL DISPUTE SITES AND DID PROPERTIES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
Tender number:	RFP08/08/2024
Tender documents available from: 30 August 2024	Tender documents can be downloaded from: E-Tender portal on the below link: <a href="http://e-tenders.treasury.gov.za">http://e-tenders.treasury.gov.za</a> <a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a>
Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost
Closing date:	20 September 2024
Tender Validity	Calendar 180 days
Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg
Evaluation Steps:	1) Mandatory Compliance Requirements
	2) Other Admin Compliance Requirements Applicable to this Procurement
	3) Functionality Evaluation Criteria
Non - Compulsory pre-bid meeting/site meeting:	MEETING ADDRESS:  Corner Tennyson Drive and Elgar Place Tulisa Park
	DATE OF MEETING: 09 September 2024  TIME: 10h00 am
Mandatory Compliance Requirements	Failure to submit / meet or comply with the following requirements outlined in <b>Paragraph 22</b> automatically constitutes disqualification of tender offer.

<b>Other Administrative Requirements</b>	The returnable documents applicable to <b><u>Paragraph 23</u></b> of the Terms of reference must be fully completed and submitted.
<b>Functionality Evaluation</b>	Functionality evaluation will be conducted in accordance with <b><u>Paragraph 24</u></b> of the Terms of Reference.
<b>Site Visit Evaluation</b>	Site visit evaluation will be conducted in accordance with <b><u>Paragraph 25</u></b> of the Terms of Reference.
<b>Preference Point System and Specific Goals</b>	The evaluation will be conducted in accordance with the 80/20 Preference Point System outlined in Regulation 4 of the 2022 Preferential Procurement Regulations and the Specific Goals outlined in <b><u>Section 26</u></b> of the Terms of Reference.

<b>Enquiries Technical:</b>	<b>Project Manager: Frank Moliya</b> <b>Email Address:</b> <a href="mailto:frank.moliya@gauteng.gov.za">frank.moliya@gauteng.gov.za</a>
<b>Enquiries general:</b>	<b>SCM: Millicent Chauke</b> <b>Email Address:</b> <a href="mailto:millicent.chauke@gauteng.gov.za">millicent.chauke@gauteng.gov.za</a>
<b>Last date for accepting queries is:</b>	<b>3 days before closing date</b>

**Note to tenderers:**

All successful service provider will be subject to signing Service Level Agreement (SLA) and standard Rates as prescribed by the department and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF INFRASTRUCTURE</b>					
BID NUMBER:	RFP08/08/2024	CLOSING DATE:	20 SEPTEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF ARMED AND UNARMED SECURITY SERVICE PROVIDERS TO SAFEGUARD VACANT PROPERTIES, CONTRACTUAL DISPUTE SITES AND DID PROPERTIES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Corner House Building					
Corner Commissioner and Pixley Ka Isaka (Sauer) Street					
Marshalltown, Johannesburg					
2017					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Millicent Chauke		CONTACT PERSON	Frank Moliya	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	millicent.chauke@gauteng.gov.za		E-MAIL ADDRESS	<a href="mailto:frank.moliya@gauteng.gov.za">frank.moliya@gauteng.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?

☐ YES ☐ NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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<sup>1</sup> 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.

institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF  
PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN  
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- $P_s$  = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area		3 Points		
<b>WOMEN:</b> (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided		2 Points		

<b>YOUTH:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided		5 Points		
<b>PEOPLE WITH DISABILITY (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company		5 Points		
<b>MILITARY VETERANS:</b> 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		5 Points		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**TENDER: APPOINTMENT OF A PANEL OF ARMED AND UNARMED SECURITY SERVICE PROVIDERS TO SAFEGUARD VACANT PROPERTIES, CONTRACTUAL DISPUTE SITES AND DID PROPERTIES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO:RFP08/08/2024**

## 1. PURPOSE

The purpose of this document is to present the Terms of Reference for the appointment of a Panel of armed and unarmed security service providers to safeguard vacant land, contractual disputes sites and did properties for a period of three (3) years.

## 2. BACKGROUND

- 2.1. The Department of Infrastructure Development seeks to ensure a conducive and safe working environment for its employees by providing comprehensive security (guarding) services to its buildings.
- 2.2. These buildings must be secured in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985 and the Minimum Physical Security Standards.

## 3. DURATION AND CONDITIONS OF THE PANEL

### 3.1. Duration:

- (a) The duration of the contract will be for a period of thirty-six (36) months commencing from the date determined by DID.
- (b) The successful tenderer shall be required to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

## 4. CONDITIONS OF A CONTRACT

**N.B. The appointment of panel members to conduct Security Services will be done on a rotational basis, sourcing quotes from them. All service providers will be paid in accordance with the prescribed PSIRA rates.**

- 4.1. The Contractor and his/her employees must sign a "Declaration of Secrecy" before commencement of services.
- 4.2. For the purpose of this Contract, the Contractor must make use of Category "B" AND "C" Security Officers, as defined in the Wage Act and Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- 4.3. 4.3 All security officers must be registered as Security Officers in terms of sections 10(1) (b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- 4.4. All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority ("the PSIRA").
- 4.5. The contractor shall, in order to ensure the continuity of the service, in the application of the security measures, allocate specific personnel for the service on the site, keeping in mind that rotation from time to time, of the security personnel is a healthy and needy measure
- 4.6. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.
- 4.7. All possible steps must be taken by the Contractor to ensure the correct intended execution of this Agreement will take place.
- 4.8. The prospective contractor may be required to absorb or retain the current workforce (security officers) in the Department.

## 5. APPLICABLE ACTS AND REGULATIONS

- Constitution of the Republic of South Africa, (Act 106 of 1996)
- Protection of Information Act, (Act 84 of 1982)
- Promotion of Access to Information Act, (Act 2 of 2000)
- Promotion of Administrative Justice Act, (Act 3 of 2000)
- Criminal Procedure Act, (Act 51 of 1977)
- Occupational Health and Safety Act, (Act 85 of 1993)
- Private Security Industry Regulations Act, (Act 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, (Act 53 of 1985)
- Trespass Act, (Act 6 of 1959)
- Information Act, (Act 70 of 2002)
- Labour Relations Act, (Act 66 of 1995)
- Employment Equity Act, (Act 55 of 1998)
- Minimum Information Security Standards (MISS), 1996
- Fire-Arm Control Act, (Act 60 of 200) as amended
- Minimum Physical Security Standards (MPSS), 2009
- Animal Protection Act, (Act 71 of 1962)
- The Arms and Ammunition Act, (Act 75 of 1969) as amended
- Electronic Communications Security Act, (Act 68 of 2002).

## 6. SCOPE OF WORK

The agency/firm shall be responsible for overall security measures and arrangements to safeguard the movable and immovable property and prevention of theft within the premises. This will include the protection of all the department assets, personnel and its properties. Prevention of unauthorized entry of personnel including all types of outside vendors in the and around the premises of the department. The vehicles that enters the premises must be identified, searched, recorded in the register and parked at designated places. DID requires physical security (guarding) services at various sites for a period of thirty-six (36) months, 24 hours per day. Appointed service providers will be expected to provide security services as illustrated below:

- **Operations Manager/ Project Manager Grade A/B with Security Diploma (NQF Level 6)**
- **Supervisor Grade B with Security Diploma (NQF Level 6)**
- **Security Officers/Guards Grade C with at least Matriculation/ Grade (12) Twelve/ Senior Certificate and a minimum 2 years' experience**
- **Dog Handlers (Security Officers/Guards Grade C with minimum 2 years' experience?**
- **Dog handling licence and certificate**
- **Patrol vehicle**
- **Guards Houses (Gauteng Based)**
- **Security Aids**

**NB:** The bill of quantities will be provided during the RFQ stage as per the requirements and security need of the specific site.

## 7. PERSONNEL COMPETENCIES

The service provider is to render the Security Service employing qualified Security Officers that possess competencies and skills as described below:



## **7.1. Technical and Behavioural Skills**

- 7.1.1. Trained and accredited (according to the Grade as specified in the PSIRA Act);
- 7.1.2. Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles);
- 7.1.3. Guarding and patrolling (ISO Standards);
- 7.1.4. Report writing;
- 7.1.5. Search procedures (as specified in the relevant Act);
- 7.1.6. Gathering of relevant information and establish facts; and
- 7.1.7. First aid and firefighting.

## **7.2. Supervisor/Operations Manager: (Grade A or Grade B)**

Security Officers Grade A must have:

- 7.2.1. A valid PSIRA Grade A/B Certificate, and
- 7.2.2. A three (3) year diploma in Security Management (NQF level 6) , and
- 7.2.3. At least three (3) years' experience in the security industry subsequent to date of PSIRA registration, and
- 7.2.4. A certified copy of a valid Firearm competency certificate from SAPS.

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

- 7.3.1. Security Officers must have at least Matriculation/ Grade (12) Twelve/ Senior Certificate and/or equivalent qualification;
- 7.3.2. Security Officers must be able to communicate, read and write in English and/or commonly spoken language of the respective area;
- 7.3.3. Security Officers may not be younger than 18 years of age, unless otherwise specified in any legislation;
- 7.3.4. Security Officers must have knowledge of Occupational Health and Safety Act (OHSA);
- 7.3.5. Security Officers must be adequately trained in security procedures, fire equipment, customer service, use of all security related equipment such as walk through metal detectors, handheld metal detectors, X-ray machines, searching, radio communication and handling of the National Flag;
- 7.3.6. Security Officers must be registered with Private Security Industry Regulatory Authority, proof of which must be supplied on request; and
- 7.3.7. Security Officers must have undergone customer relations training.

## **7.4. Leadership Skills**

- 7.4.1. Ability to lead and provide direction;
- 7.4.2. Alert and observant;
- 7.4.3. Problem solving;
- 7.4.4. Communication skills (written and verbal);
- 7.4.5. Conflict resolution.

## **7.5. Management Skills**

- 7.5.1. Understand and apply general management principles;
- 7.5.2. Identify competencies required to support organizational development;
- 7.5.3. Ensure the provision of adequate training and support as required;
- 7.5.4. Provide constructive feedback;
- 7.5.5. Provide mentoring and/or coaching to support organizational development;
- 7.5.6. Encourage learning and development;
- 7.5.7. Possess effective communication and interpersonal skills to build effective;
- 7.5.8. Ability to identify and evaluate team dynamics and respond to interpersonal;
- 7.5.9. Interact sensitively, effectively and appropriately with persons of diverse cultural backgrounds.

## **8. DUTIES OF PERSONNEL ON SITE**

### **8.1. Duties of Security Officers:**

- 8.1.1. Perform Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) at DID sites;
- 8.1.2. Perform routine patrol in order to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 8.1.3. Protect the state property on the site against theft, fire, vandalism armed attack, hostage and any acts of criminality that may be detrimental to DID.
- 8.1.4. Protect officials, visitors and clients against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- 8.1.5. Controlling or reporting of the movement of suspicious persons or vehicles through and around the premises.
- 8.1.6. Vehicle entrances - Control the flow of vehicles into and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery and administration vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by the DID.
- 8.1.7. Hawkers at DID premises are prohibited.
- 8.1.8. React to any kind of emergency situations within the premises.
- 8.1.9. Ensure that security registers are always kept neat.
- 8.1.10. The agreed number of Security Officers must always be deployed, 24 hours a day, seven days per week.
- 8.1.11. Report to DID Security Management any unsafe act that is likely to endanger lives, safety and wellbeing of DID's personnel, visitors, contractors and clients visiting the premises.

### **8.2. Duties of Security Supervisors**

- 8.2.1. Provide supervision of Security Officers on duty.
- 8.2.2. Inspect Security Officers at the commencement of each shift.
- 8.2.3. Provide written reports to DID Security Management when needed.
- 8.2.4. Comply with all lawful instruction issued by DID Security Management in the interest of safety and security.
- 8.2.5. Report to DID Security Management any breaches or unsafe act that is likely to endanger lives, safety and wellbeing of DID's personnel, visitors, contractors and clients visiting the premises.
- 8.2.6. The Company is expected to provide DID with a Supervisor.

- 8.2.7. Handle all problems experienced by the security personnel on site.
- 8.2.8. Attend to all problems of Security Officers such as payments, etc.
- 8.2.9. Ensure that there is always security equipment required on site e.g. two-way radio etc.
- 8.2.10. Be involved in any security operational projects and manage special events from security point of view.
- 8.2.11. Make initiatives to the improvement of security in general.
- 8.2.12. Ensure that registers are clean, neat and always tidy.
- 8.2.13. Ensure that Security Officers are always in their corporate uniform and display their PSIRA registration cards.
- 8.2.14. Ensure that all security staff understands the needs and expectation of the clients of DID.
- 8.2.15. Ensure that all security staff understands the principle of Batho Pele and apply them throughout.
- 8.2.16. Ensure that Officers report on duty in a stable and super mind.
- 8.2.17. Under no circumstance shall a Security Officer be allowed to work for more than 12 hours shift a day.
- 8.2.18. The Supervisor shall always make available a duty roster for all Security Officers on site.

## **9. KEY OBLIGATIONS**

### **9.1. Whilst performing access and egress control, the service provider shall ensure that:**

- 9.1.1. No property of DID is removed from the premises without a proper authorization, by relevant manager a person delegated by the management of DID.
- 9.1.2. No official vehicle of DID may be moved from the premises without a valid and approved trip authorization form issued by a delegated person. A copy of the approved trip authorization form must be requested from the authorized driver and be kept for control purposes.
- 9.1.3. No dangerous weapons (firearms, knives etc.) should be brought into DID premises.
- 9.1.4. Any dangerous object declared must be handed to a Security Officer for safe keeping in a locked firearm safe.
- 9.1.5. If no secure storage facilities are available, the owner of the dangerous weapon/ object must be referred to the nearest South African Police Service (SAPS) station for safekeeping of such object.
- 9.1.6. Under no circumstances will any security personnel be allowed to trade on the premises.

### **9.2. Roaming Patrol Duties (Premises)**

- 9.2.1. Roaming patrol duties shall be conducted in the premises for the purpose of detecting any intrusion and/or general observation of the premises. Roaming patrols are to be supported by the reaction unit during emergencies.
- 9.2.2. The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 9.2.3. Patrols are to be carried out to identify, report and respond to irregularities observed. All such incidents are to be properly recorded in pocketbooks and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register.
- 9.2.4. Patrolling routes are to be established and followed as instructed by the DID. The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 9.2.5. Emergencies: the service provider shall assist DID with development, practicing, implementation and deployment of the emergency planning and event management (e.g. evacuations procedures and other official functions). In the event of an emergency.

9.2.6. Manager / Representative must be informed immediately even after hours.

## **10. LABOUR UNREST INCIDENTS**

Labour unrest refers to incidents where DID's personnel or personnel of the service provider engage in strikes, picketing, unrest and or intimidation.

### **10.1. Labour Unrest at the Premises / Site:**

- 10.1.1. When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, local, national disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on the methods that will be used to ensure continuation of the security service;
- 10.1.2. When the service is interrupted because of labour unrest or labour dispute by the Security Officers of the service provider, DID will have the right to terminate the contract immediately and/or obtain the services of another Security service provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that DID may have; and
- 10.1.3. DID reserves the right to require from the service provider without furnishing any reasons, that any of his/her employees be replaced, in which case, the employee must leave the site immediately. DID will not be held liable for any damages or claims, which may arise because of this and is indemnified by the service provider against any such claims and legal expenses.

## **11. JOB DESCRIPTION**

The service provider shall develop and make available a clear job description for the site under his control.

- 11.1. Security officers must acknowledge receipt of and acquaint themselves with and sign off a copy of all job description for the site under their control.
- 11.2. A copy of the job description must also be kept at all duty points and the Service Provider's Head Quarters.

## **12. CODE OF CONDUCT FOR SUPERVISORS AND SECURITY OFFICERS**

- 12.1. They must present an acceptable image/appearance, which implies, inter alia, that they may not sit, lounge about, smoke, read any magazines or newspapers, eat, or drink whilst attending to clients.
- 12.2. They must not use cell phones (chatting) and earphones whilst performing official duty.
- 12.3. They must always present a dedicated attitude/approach to security, which attitude/approach shall imply inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- 12.4. They must be physically and mentally fit for the execution of their duties.
- 12.5. They must be neatly dressed and in full uniform during the performance of their duties
- 12.6. Personal hygiene must always be maintained.
- 12.7. They must not consume alcohol or take any illegal substance that is intoxicating whilst on duty and/or before reporting for duty.
- 12.8. They must sign an undertaking and declare that they will refrain from any action which might be to the detriment of DID.

- 12.9. They are prohibited to at their own discretion, read documents or records in offices of DID other than those in their line of duty or for the necessary handling thereof.

### **13. UNIFORM**

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

- 13.1. A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats, **no other clothing, other than the prescribed uniform, will be allowed.**
- 13.2. Clear identification card of the company with the member's photo, identity and file number on it, as well as PSIRA card must always be worn conspicuously on his/her person.
- 13.3. Safety and protective clothing, bullet proof vests and reflector jackets must be provided as and when needed.

### **14. REGISTERS**

The Service Provider shall ensure that the following registers are always kept in the Guard hut:

#### **14.1. Visitors Register**

The purpose of visitor's register is always to have information available regarding persons entering and leaving the premises within a specific period. Register should be kept clean and neat all times. These register forms must be completed correctly and legibly by the security guard/officer on duty whenever a visitor enters or leaves the premises of DID.

#### **14.2. Pocket Book**

The purpose of the pocketbook is to note down all incidents occurring, or observations made by 16.3 a security guard/officer during a turn of duty, for later reference.

#### **14.3. Staff After Hours Register**

The purpose of this register is to ensure that any person entering or leaving the premises after official hours signs in before entering the premises. For that purpose, after hours will be regarded as any time outside official working hours (during weekends, night, holidays and any time after 16H30 and 07H30 during the normal working day of the week).

#### **14.4. Equipment / Removal Permit / Private Items Register**

The purpose is to record incoming and outgoing items to prevent losses of assets such as laptops, printers, and cameras etc.

#### **14.5. Occurrence Book**

The purpose is to record all incidents happening at the site during official hours and afterhours. It also serves to records patrols undertaken by the guards on duty.

#### **14.6. Firearm Register**

The purpose of this register is to record all firearms being brought in and out of the premises.

#### **14.7. Official Vehicle Register**

The purpose is to record all vehicles entering and leaving the premises. Only official vehicles are recorded in this register.

#### **14.8. Private and Delivery Vehicles Register**

The purpose is to record all private and delivery vehicles entering and leaving the premises.

#### **14.9. Lost and Found Items Register**

The purpose is to record all lost and found items found with the premises.

#### **14.10. Information Register**

The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any other matters are recorded in the book so that shift-workers can receive messages.

***The Service Provider is expected to provide all registers with exception of Staff after hours register and Equipment/ Removal permit/ private items register that will be provided by DID. All registers remain properties of DID and the Service Provider is required to keep in his Head Quarters, all registers provided by him for a minimum period of 24 months after expiry of the contract.***

### **15. WAGES AND SALARIES**

The Service Provider is required to pay Security Officers prescribed minimum wages in line with Sectoral Determination 6 of Private Security Industry Regulatory Authority. DID reserves the right to ascertain compliance in that regard.

### **16. GENERAL REQUIREMENTS**

The tenderer must submit a recent clearance certificate obtained from SAPS Criminal Record Centre, (at his/her own expense) to DID in respect of all personnel he/she supplies to render the service, within a month (30 days) after commencement of the service.

### **17. OATH OF SECRECY AND VETTING**

- 17.1. All security personnel as well as all personnel and Management involved with DID shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration to the Director: Security Management. 5.1.3 Valid Private Security Industry Regulatory Authority Certificates for all Members and Directors of the Company and/or Close Corporation registered with PSIRA as Grade **B Security service provider(s) (Submit certified copy of the original document) (s)** as per the **Industry Circular** dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.
- 17.2. Site Manager, Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of DID and the State in general.
- 17.3. No information concerning the State activities may be furnished to the members of the public or media by the contractor or any of his/her employees.
- 17.4. The Department retains the right to ascertain from PSIRA as to whether the Site Manager, Supervisors and Security Officers are in good standing with the PSIRA.

## **18. CONTACT WITH DEPARTMENTAL REPRESENTATIVE**

- 18.1. The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative who in turn will inform Top Management.
- 18.2. A meeting, where formal discussions can be held between the Departmental Representative and Contractors Supervisor/Manager or Contractor himself/herself, must be held at **least once a month or when the need arise**. Minutes of the meeting must be kept by the Department.

## **19. PAYMENTS**

### **19.1. Pro-Rata Decrease of Payment (General Conditions of Contract (GCC),**

- 19.1.1. It must be noted that the Department of Infrastructure Development only pay for the service rendered and no advance payments shall be made by DID.
- 19.1.2. Payment for the services rendered shall be made directly into the service providers' bank account, within thirty (30) days after receipt of the original invoice.
- 19.1.3. All amounts payable in terms of this agreement shall be inclusive of VAT. The service provider shall provide DID with proof of registration as VAT Vendor.
- 19.1.4. If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust payment pro-rata.

Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach or failure to comply unless DID has agreed to such condemnation, waiving or non-fulfilment to in writing.

## **20. TERMINATION OF SERVICE**

- 20.1. The stipulations of the General Conditions of Contracts and procedure apply to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.
- 20.2. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Representative of the Department.
- 20.3. Should the contractor alienate his rights and liabilities in terms of this contract, he/she should notify DID immediately so that the necessary steps for the ceasing of the contract can be taken.
- 20.4. Failure to perform any of the material obligations under this contract or the submission of untrue or materially inaccurate representations or warranty made by the service provider under this contract, shall constitute breach of contract. DID reserves the right to terminate for breach of contract by giving the service provider 14 (fourteen) days written notice.
- 20.5. Irremediable breach of this contract will lead to immediate cancellation or termination of contract.
- 20.6. The department can anytime during the contract terminate the service by giving a month notice if the property is sold or no longer require guarding service.
- 20.7. Addition of additional site on as and when required. The Department can add additional sites on as and when required on basis of the rates tendered for.

## **21. EVALUATION CRITERIA**

- 21.1. The bid will be evaluated in accordance with the following four (4) stages:

- (a) Stage 1A: Mandatory Bid Requirements

- (b) Stage 1B: Other Administrative Requirements
  - (c) Stage 1C: Technical/Functional Evaluation Criteria
  - (d) Stage 1D: Site Visit Evaluation Criteria (Due Diligence), and
  - (e) Stage 2: Specific Goals.
- 21.2. In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

## **22. STAGE 1A: MANDATORY BID REQUIREMENTS**

### **22.1. Documents Required:**

**NB: If you do not submit the following documents, your bid shall be deemed non-responsive**

**N.B. The use of correction fluid when correcting errors on SBD forms is prohibited; strike through the error, correct it and initial the corrections.**

- 22.1.1. Submission of fully completed and signed Invitation to Bid (SBD 1).
- 22.1.2. Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 22.1.3. Valid copy of Private Security Industry Regulatory Authority certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.
- 22.1.4. Letter of good standing not older than three (3) months from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation.
- 22.1.5. Valid copy of Private Security Industry Regulatory Authority Certificates for all Members and Directors of the Company and/or Close Corporation registered with PSIRA as Grade A Security service provider(s) (Submit certified copy of the original document) (s) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 01 December 2014.
- 22.1.6. Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour in the name of the Company and/or Close Corporation.
- 22.1.7. Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company and/or Close Corporation.
- 22.1.8. Proof of insurance (Valid Public liability cover) to the minimum amount of 5 (five) million Rand in the name of the Company and/or Close Corporation. A policy document to be provided.
- 22.1.9. Submit copy of a valid Private Security Sector Provident Fund (PSSPF) registration not older than 3 months.
- 22.1.10. Joint Venture/Consortia Agreement must be signed by all parties thereto, and include the percentage share / revenue split of all the parties involved.

## **23. STAGE 1B: OTHER ADMINISTRATIVE REQUIREMENTS**

### **23.1. The following documents are required for administrative purposes:**

- Valid Tax Compliance Status PIN issued by SARS, to allow 3<sup>rd</sup> party access should be included with the bidders' proposal / bid submission.
- Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), [www.csd.gov.za](http://www.csd.gov.za) will be considered for appointment. (CSD Registration Report to be attached).



- Copies of the company registration documents (CIPC).
- Certified copies of Directors/ Shareholders' IDs.
- Detailed company profile.
- Submission of fully completed and signed Preference Claim Form (SBD 6.1).

**23.2. Tenderers shall provide DID with the following information:**

- Their regional and headquarters information and details;
- Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the contact details of the relevant contact persons at each financial institution;
- Consent that the financial institutions may answer the company financial enquiries and supply statements on request by DID;
- The names, identity numbers and street addresses of all partners, shareholders of their companies;
- All Security Officers registered in terms of the Private Security Industry Regulatory Authority, 2001 (Act 56 of 2001);
- In cases where a person, partnership, closed corporation, company or any other undertaking, enter business for the first time, the following information should be provided to the DID:
  - Names of the persons or institutions that will help in cases of financial crises;
  - Names of the persons or institutions that assisted with calculation of this tender;
  - Consent that all Managing Directors, Shareholders of the company and Site Managers;
  - Supervisors and Security assigned to the site will be subjected to a positive pre-screening by the State Security Agency before they can resume duties with DID or prior to appointment by DID;
  - A list of contactable references;
  - Security clearances of security personnel requested by DID; and consent of their employees that they do not object to signing a Declaration of Secrecy;
  - DID shall penalize the appointed bidder on a site where negligence is caused by the contractor.

## 24. STAGE 1C: TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Functionality Criteria	Sub-Criteria	Sub-Criteria Points Allocation	Total Points Allocation
<b>1. Company Experience:</b>  <b>Reference letters submitted should have a letter head of the Organisation in which security services was rendered.</b>  <b>Reference letters submitted should be signed by the authorised member of the Entity.</b>	The services provider should attach references of appointment letters and their corresponding referral letters, for the entities in which security services were rendered.		<b>20 Points</b>
	Submission of 10 or more appointment letters and their corresponding referral letters	20 Points	
	Submission of 8 to 9 appointment letters and their corresponding referral letters	16 Points	
	Submission of 6 to 7 appointment letters and their corresponding referral letters	12 Points	
	Submission of 4 to 5 appointment letters and their corresponding referral letters	8 Points	
	Submission of 1 to 3 appointment letters and their corresponding referral letters	4 Points	
	No submission of referral letters	0 Points	
<b>2. Key Staff Requirements and Experience</b>	<b>Operations Manager/Project Manager and Supervisor must have:</b> <ul style="list-style-type: none"> <li>• A valid PSIRA Grade A/B Certificate, and</li> <li>• A diploma in Security Management (NQF level 6 ), and</li> <li>• At least three (3) years' experience in the security industry subsequent to date of PSIRA registration, and</li> <li>• A certified copy of a valid Firearm competency certificate from SAPS, and</li> <li>• A detailed Curriculum Vitae (CV)</li> </ul>	10 Points	<b>20 Points</b>
	<b>All bidders must have a minimum of 20 (twenty) security officers/guards (a minimum of 20 CVS to be submitted). All security officers/guards must have:</b> <ul style="list-style-type: none"> <li>• A valid PSIRA Grade C Certificate, and</li> <li>• At least <b>two (2) years' or more</b> experience in the security industry and</li> <li>• Matriculation/ Grade (12) Twelve/ Senior Certificate</li> </ul>	10 Points	
	<b>All bidders must have a minimum of 20 (twenty) security officers/guards (a minimum of 20 CVS to be submitted).</b> <ul style="list-style-type: none"> <li>• A valid PSIRA Grade C Certificate, and</li> <li>• Security guards with <b>less than two (2) years'</b> experience in the security industry</li> <li>• Matriculation/ Grade (12) Twelve/ Senior Certificate</li> </ul>	5 Points	

	<ul style="list-style-type: none"> <li>• <b>No valid PSIRA Grade C Certificates, and/or</b></li> <li>• <b>No Matriculation/ Grade (12) Twelve/ Senior Certificate</b></li> <li>• <b>No experience in the security industry</b></li> </ul>	0 Points	
<b>3. Dog Handling</b>	<p>Bidder to provide a certified copy of a valid licence and a valid certificate for all animals in respect of which such licence is held, in terms of the Performing Animals Protection Act, (Act 24 of 1935)</p> <p><b>NB: For bidders to score points on this criterion they need to submit the following:</b></p> <ul style="list-style-type: none"> <li>• For the bidder owning dogs – proof of a valid licence and a valid compliance certificate.</li> <li>• For the bidder who will be leasing dogs - the bidder to provide a copy of contract between the bidder AND the supplier and proof of compliance certificate from supplier; OR letter of intent between the bidder and the supplier accompanied by proof of a valid licence and compliance certificate from the supplier.</li> </ul>	10 Points	<b>10 Points</b>
	No submission of the above = 0 Points	0 Points	
<b>4. Project Implementation/ Operational Plan</b>	<p>The bid document must outline the proposed methodology that indicates how the bidder will deliver the Scope of Work required.</p> <p>The methodology will be scored in terms of the following 5 criteria:</p> <ol style="list-style-type: none"> <li>1) The activities in the methodology are linked to clear outputs.</li> <li>2) The methodology outlines an allocation of resources (recruitment process, in- service training, screening, development and security equipment for all activities).</li> <li>3) Timelines for activities and outputs are scheduled appropriately.</li> <li>4) The methodology is fully aligned to the Scope of Work.</li> <li>5) Contingency plans in the event of scenarios including but not limited to strikes, emergency lock-down, short posting, emergency or load shedding.</li> </ol> <p><b>Notes to the bidder:</b></p> <ol style="list-style-type: none"> <li>a. The bid proposal must outline clear, easy to understand and detailed information in the methodology.</li> <li>b. This sub-section will focus on how the bidder will approach the Scope of Work that is; who will do what by when? How will the proposed methodology achieve the Scope of Work and the expected deliverables and outputs.</li> </ol>		<b>30 Points</b>

	<p>c. The bid submission must include a clear and detailed methodology that presents well defined activities that have scheduled completion dates with relevant outputs.</p> <p>d. These activities and related outputs must be fully aligned to the Scope of Work and the expected outputs/deliverables as outlined in the Terms of Reference.</p>		
	An approach and methodology that meets all five (5) criteria outlined above	30 Points	
	An approach and methodology that meets any four (4) of the five (5) criteria outlined above	25 points	
	An approach and methodology that meets any three (3) of the five (5) criteria outlined above	20 points	
	An approach and methodology that meets less than any three (3) of the five (5) criteria outlined above	0 points	
<b>Total Points: Functionality Evaluation Criteria</b>			<b>80 Points</b>
<b>Minimum Threshold: Functionality Evaluation Criteria</b>			<b>52 Points</b>

**N.B. A bidder that scores less than the minimum threshold of 52 points out of 80 points for the Functionality Evaluation Criteria will be regarded as non-responsive and be disqualified.**

## 25. STAGE 1D: SITE VISIT EVALUATION (DUE DILIGENCE)

Site Visit Criteria	Sites Visits Breakdown	Sub-Criteria Points Allocation	Total Points Allocation
<b>1. Office Space with Control Room</b>	The Security Provider should have an office <b>with</b> a control room where the business is being conducted or administered.  The control room must meet the following requirements: <ul style="list-style-type: none"> <li>• Safe/lockable security door</li> <li>• Monitors/screens to monitor sites</li> <li>• Land line telephone</li> <li>• Computer and printer</li> <li>• Base radio.</li> </ul>	10 Points	<b>10 Points</b>
	Bidder to attach a letter of intent to establish an office in Gauteng and confirm that the control room systems that will meet the requirements outlined in 1. above  <b>NB: By the time of site inspection during evaluation stage bidder should have a satellite office based in Gauteng with a control room.</b>	7 Points	
	The bidder <b>without an office with a control room.</b>	0 Points	
<b>2. Security Aids</b>	Two-way radio control room to call site chosen by panel using base radio to test functionality of the system.  Tools of Trade: <ul style="list-style-type: none"> <li>• Hand-held radios / cellular phones</li> <li>• Batons</li> <li>• Torches/flashlights</li> <li>• Hand cuffs</li> <li>• Corporate uniform with Company LOGO: <ul style="list-style-type: none"> <li>- Parabellum Shoes</li> <li>- Socks</li> <li>- Formal Trousers Belts</li> <li>- Blazers Pullover/Full Jersey Wind Breaker</li> <li>- Rain Suites</li> <li>- Combat uniform with Company Logo Military Trousers</li> <li>- Shirts Jerseys Boots Socks</li> <li>- Windbreakers / Full Coats Rain Suites.</li> </ul> </li> </ul>	5 Points	<b>5 Points</b>
	Where a bidder has attached a letter of intent to establish an office in Gauteng, photos of all Security Aids outlined in 2. above, must be attached as supporting evidence.	3 Points	
	<b>NB: Bidder that does not demonstrate / present the above Tools of Trade or photos attached as supporting evidence</b>	0 Points	

<b>3. Company Branded Cars</b>	Bidder to show compliance with National Road Traffic Act 93 of 1996 e.g. keeps road worthy vehicles. The service provider should have at least two (2) branded vehicles that have the following features: <ul style="list-style-type: none"> <li>• Two-way radio</li> <li>• Painted/wrapped branding in form of company logo / name</li> <li>• Fitted signalling lights to be fitted on top of vehicles.</li> </ul>	5 Points	<b>5 Points</b>
	Where a bidder has attached a letter of intent to establish an office in Gauteng, photos of at least two (2) branded vehicles including all the features outlined in 3. above, must be attached as supporting evidence.	3 Points	
	Less than two (2) branded vehicles with the required features	2 Points	
	<b>No branded vehicles or photos attached as supporting evidence</b>	0 Points	
<b>Total Points: Site Visit Evaluation Criteria</b>			<b>20 Points</b>
<b>Minimum Threshold: Site Visit Evaluation Criteria</b>			<b>13 Points</b>

**N.B.** A bidder that scores less than the minimum threshold of 13 points out of 20 points for the Site Visit Evaluation Criteria will be regarded as non-responsive and be disqualified.

<b>Evaluation Criteria Stages 1C and 1D</b>	<b>Sub-Total</b>	<b>Minimum Threshold</b>
<b>Stage 1C: Technical/Functional Evaluation Criteria</b>	<b>80 Points</b>	<b>52 Points</b>
<b>Stage 1D: Site Visit Evaluation Criteria (Due Diligence)</b>	<b>20 Points</b>	<b>13 Points</b>
<b>Total</b>	<b>100 Points</b>	<b>65 Points</b>

**N.B.** A bidder that scores less than the minimum threshold for any one of the Evaluation Criteria Stages (1C or 1D) above will be regarded as non-responsive and be disqualified.

## 26. STAGE 2: SPECIFIC GOALS

The contract will be awarded in terms of Regulation 4 of the 2022 Preferential Procurement Regulations - 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million, which calculation comprises a maximum of 80 points for price and 20 points for the specific goals specified in the Terms of Reference.

Preference Point System		Points
<b>Price</b>	Pre-qualified panellists to be evaluated on price only at <b>Request for Quotation</b> stage.	<b>0 Points</b>
<b>Specific Goals</b>	Points will be allocated as defined in the table (Specific Goal Evaluation Criteria) below.	<b>20 points</b>

Specific Goal Evaluation Criteria	
HDI Targeted Groups – at least 51% Ownership as Follows:	POINTS ALLOCATION
<b>TOWNSHIPS, RURAL OR UNDERDEVELOPED AREAS:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	3 Points
<b>WOMEN:</b> (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided)	2 Points
<b>YOUTH:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	5 Points
<b>PEOPLE WITH DISABILITY (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	5 Points
<b>MILITARY VETERANS:</b> 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	5 Points
<b>Total Specific Goals Points</b>	<b>20 Points</b>

**NB: THE DEPARTMENT RESERVE A RIGHT TO APPOINT A SERVICE PROVIDER FOR SINGLE OR PLURAL SITES AS WHEN THE NEED ARISE.**

## **27. SUPPLIER PERFORMANCE MONITORING**

Performance monitoring will be conducted on a monthly basis and reports will be made available for inspection upon request.

### **27.1. Security Management Site Monitoring Procedures**

The purpose of site monitoring is to ensure that the security service provider complies with the requirements of the Service Level Agreement (SLA).

The following aspects of security are inspected / verified:

#### **27.1.1. Complement**

- The number of security officers on site should correspond with the SLA.

#### **27.1.2. Equipment**

- Occurrence Book (OB)
- Register for declaration of private property.
- Access control registers (staff after hours)
- Hand radios or cell phones
- Torches
- Pocket Book
- Firearm register
- Firearm
- Metal detector
- Handcuffs or cable ties
- Baton sticks
- Whistle

#### **27.1.3. Hours of Duty**

- 06: 00 – 18: 00 (Mon – Sun)
- 18: 00 – 06: 00 (Mon – Sun)

#### **27.1.4. Objectives**

- To limit and prevent the risk of theft, house breaking, hostage and robbery.
- To ensure better control over people, property and other assets against security risk i.e. vandalism, theft, robbery etc.
- Provide comprehensive guarding.
- Provide escort duties
- Execution of proper access control.
- Implementation/execution of emergency or contingency plans and controls.

#### **27.1.5. Security Officer**

- Security officers taking over the new shift should report in the OB on site. Even those knocking off should sign the OB
- Handing over of site should be conducted prior to knocking off. Initial perimeter patrol should be carried out around the premises and situation report be written in OB. All other relevant procedures will be followed.

#### **27.1.6. Access/Egress Control: Entrances**

- The gate will not in any circumstance be left unattended at any time.



- Visitors and contractors should always complete gate registers and will be subjected to thorough searching by security officers with the use of metal detectors if applicable.
- Employees and staff members will be searched (when required)
- Any item entering the premises will be declared in the register for declaration of private property and the original slip to be handed back to security officer on exit.
- No hawkers or unauthorized persons will be allowed to enter the premises.
- Any incident will be noted in the OB and the relevant people will be notified and also relevant procedures followed.
- All security officers will serve the right to search any vehicle/individual at any time.
- Armed people shall be requested to leave their firearms with security officers in the safe provided and one key given to the firearm owner.
- Disarming of people shall be done in a room designated specifically for such purpose and not in front of members of public. Body search shall only be done when there is a reasonable suspicion
- that a person is in possession of dangerous weapons. Such a person will only be searched in a room provided for such purpose.
- Where there is no designated room for such searches, the search shall be conducted at the security check point.
- A male person will be searched by male and female by female only.
- Male security officers shall refrain from looking in to the contents of lady's handbags, such should be done by female security officers.
- Where there is no designated room for such searches, the search shall be conducted at the security check point.
- A male person will be searched by male and female by female only.
- Male security officers shall refrain from looking in to the contents of lady's handbags, such should be done by female security officers

#### **27.1.7. Patrols**

Foot patrols should be conducted around and within the perimeters in every thirty minutes or one-hour (1 and situation report entered in to the OB after patrol especially during the night.

#### **27.1.8. Reports**

- Security officers will respond to all incidents/occurrences and report them in OB and even to control room when necessary.
- Where the incident warrants SAPS attention, it shall be reported as such to SAPS.
- Any item/goods that are removed from the premises are to be accompanied by an authorization document (gate pass) that is issued by relevant official.
- Any goods entering the premises should be declared and be issued with a temporarily entry gate pass (Declaration slip).

#### **27.1.9. Dayshift**

- Ensure that all visitors complete the access register before access is permitted.
- The access register/visitor register should always be completed by the visitor.
- All assets and equipment (laptops etc.) must be declared and recorded in the Declaration of Private Property Document.
- No equipment and/ Departmental assets leave without the gate clearance or authorization by the manager/senior official in the premises. The senior official must sign the OB for confirmation if gate clearance is not available.
- Pedestrians will use separate register, which differ from vehicle register.
- Declaration of private property register should be given to visitors to declare their

private properties.

- Ensure that all people and vehicles are searched on entering the premises. The Departmental/official vehicles should be verified on trip authority and be checked when leaving and entering the premises. The condition of the vehicles should be entered in the OB on entering the premises.
- Ensure that there are no hawkers/vagrants allowed on the premises.
- Ensure that there are only security personnel at the guardhouse.
- Ensure that all incidents are recorded in the OB and at the control room via the radio.
- Ensure that patrols are conducted timeously and even on public holidays.
- Visitors are not allowed to park in the premises.
- Members of the police, Traffic or SANDF shall not be subjected to searches upon entering of the premises. (When wearing uniform)
- Anyone in possession of firearm who alleges to be a SAPS member shall only be authorized to enter the building with firearm once he has produced a reasonable proof (appointment card). Should such a person refuse to produce evidence, he shall not be allowed entrance in to the premises.
- Ensure that no illegal/dangerous weapon enters the premises.
- All deliveries must be verified, and the delivery notes must be signed by the relevant manager upon delivery.
- All contractors are responsible for their own equipment while on site.
- Public members/ media people are not allowed to take pictures without proper authorization in the building.

#### **27.1.10. Nightshift**

- Ensure that the main gates are closed and locked at 17h00 and no visits are allowed. If employees are working overtime, the security officers should be notified of the names of the people who will be working overtime and employee number recorded in OB.
- Ensure that all official vehicles (Government cars) leaving the premises are duly authorized.
- Vehicles belonging to staff members working overtime should be thoroughly searched upon leaving the premises.
- No Departmental/official vehicles should be allowed to leave the premises after hours except with written instructions/authorization from the Manager.
- Ensure that perimeter patrols are conducted every thirty minutes or hourly and situation report entered in the OB.
- Ensure that all security equipment is in working order.
- Ensure that a register/pocketbook is kept when conducting patrols to report any deficiencies, and report to day shift.

## **28. RECEPTION AREA**

### **28.1. Scanner (Security X Ray)**

Description – The scanner is an electronic security machine, which helps to see the contents of bags and plastics without laying a hand on them.

Main function – The security officer working at this point must perform the following duties:

- Positively identify all the people entering the building through or passing the scanner.
- All enquiries should be directed to the reception.

- Be able to positively identify the contents of the handbag, plastic and normal bag and identify dangerous weapons like firearms and other dangerous weapons such as knives.
- The Security officer must ensure that any person entering the premises with a bag or plastic should place it through the scanner machine.
- Security officers are authorized to open the bag (after expressly requesting permission and giving reasons to the owner) should he reasonably believe that there might be an illegal/ dangerous weapon in the bag.

The following equipment's should be utilized on site:

- OB for recording of all incidents.
- Access control Register (staff after hours)
- Declaration of private property register
- Baton Sticks
- Hand cuffs and or cable ties
- Torches
- Pen
- Whistle
- Pocket Book
- Fire arm safes
- Firearm register
- Hand radios or cell phones
- Metal detector
- Firearm safes

The above-mentioned equipment's should be confirmed available on site at every start of a shift.

## **28.2. THE GUARDS**

- All guards should always be neat and fully dressed in uniform and are not allowed to wear private clothes with their uniforms or full civilian clothes.
- All Guards must always be friendly to the public and to the officials and acts helpful and accordingly.
- A high standard of discipline must be maintained.
- Stay in radio contact with the control room (where radio is in use)
- No reading of newspaper, magazine is allowed at security point.
- No listening of radio using cell phones earpiece

## **28.3. SECURITY OFFICERS MUST NOT**

- Report on duty under the influence of alcohol.
- Neither bring liquor on site whilst on duty.
- Run errands for DID employees or visitors.
- Socialize with DID employees whilst on/off duty or entertaining guest on site
- Wash vehicles belonging to DID employees or visitors, at any time.
- Leave the post until properly relieved and proper hand over has been completed.
- Sleep on duty.
- Make fire on any part of the site.
- Operate any form of the business on the site.
- Allow strangers or friend to sleep on any part of the site.
- Allow anyone to put posters or stickers inside or on the exterior walls.
- Leave the site to visit the shops without a reliever.
- Allow people to loiter in the public areas.

- Eat or smoke publicly in the building.
- Sit on any object, except a chair, or lay against the walls.
- Security officers must not engage in any form of corruption with DID employees.
- Security officers must not keep parcels of the public at the entrances.
- Accept any form of gifts from the DID staff and public members.
- Read newspaper \ magazine while on their post

## 29. CONTACT PERSONS

### 29.1. General Enquiries relating to this Bid may be directed to:

The Department of Infrastructure Development for the attention of the following officials:

Ms Millicent Chauke

E-mail address: [millicent.chauke@gauteng.gov.za](mailto:millicent.chauke@gauteng.gov.za)

### 29.2. Technical Enquiries may be directed to:

Mr. Frank Moliya

E-Mail address: [frank.moliya@gauteng.gov.za](mailto:frank.moliya@gauteng.gov.za)

## 30. ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions of this bid have been read, understood and accepted for and on behalf of the Bidder: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Name & Surname

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Witness

\_\_\_\_\_  
Date

**TRADING NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**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 (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## **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 on behalf of the inspection; information made in for purposes of**
- 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 **and** of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance contract. Disclosure to any such employed person shall be confidence and shall extend only so far as may be necessary 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 claims of from use**
- 6.1 The supplier shall indemnify the purchaser against all third-party infringement of patent, trademark, or industrial design rights arising of the goods or any part thereof by the purchaser.
- 7. Performance award, security security**
- 7.1 Within thirty (30) days of receipt of the notification of contract the successful bidder shall furnish to the purchaser the performance 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 documents other SCC.**

10.1 Delivery of the goods shall be made by the supplier in accordance with **and** the terms specified in the contract. The details of shipping and/or documents to be furnished by the supplier are specified in

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 shall**

12.1 Should a price other than an all-inclusive delivered price be required, this 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 or all spare**

14.1 As specified in SCC, the supplier may be required to provide any of the following materials, notifications, and information pertaining to 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 to perform**
- 19.1 The supplier shall not assign, in whole or in part, its obligations 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 default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of **for** 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 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

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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 insolvency insolvent. In this provided that such which has

26.1 The purchaser may at any time terminate the contract by giving written **for** notice to the supplier if the supplier becomes bankrupt or otherwise event, termination will be without compensation to the supplier, termination will not prejudice or affect any right of action or remedy accrued or will accrue thereafter to the purchaser.

## 27. Settlement of

27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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

28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.

General Conditions of Contract (revised February 2008)