



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Provincial Shared Service Centre: Gauteng Province, 524 Suncardia Shopping Centre, Cnr Steve Biko and Stanza Bopape Streets, Arcadia, Pretoria, Gauteng

APPOINTMENT OF A SECURITY PANEL TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) IN GAUTENG PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS AS AND WHEN THE NEED ARISES.

DLRRD (PSSC GP) -0002 (2025/2026)

Name of Tenderer : _____

Name of duly authorised person : _____

Address: _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

CLOSING DATE: 20 FEBRUARY 2026

CLOSING TIME: 11H00 AM

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Land Reform and Rural Development
Provincial Shared Service Centre: Gauteng Province
524 Suncardia Shopping Centre
Cnr Steve Biko and Stanza Bopape Streets
Arcadia, Pretoria
Gauteng
Tel: (012) 337 3600

DLRRD (PSSC GP) -0002 (2025/2026)

APPOINTMENT OF A SECURITY PANEL TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) IN GAUTENG PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS AS AND WHEN THE NEED ARISES.

NB: Kindly note that there will be a compulsory briefing session for this bid: Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date

COMPULSORY BRIEFING SESSION MEETING VENUE:

<p>Venue: Department of Land Reform and Rural development, Provincial Shared Service Centre, 524 Stanza Bopape Street, Cnr Stanza Bopape and Steve Biko; Suncardia Building 9th Floor , Arcadia , Pretoria</p> <p>Date: 09 February 2026</p> <p>Time: 11:00 AM</p>
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TECHNICAL ENQUIRIES:

Ms. Nokwanda Ncoko Tel: (012) 337 3686 Cell: 082 577 5505 Email: nokwanda.ncoko@dlrrd.gov.za	Ms. Nkosi Lungile Tel: (012) 377 3668 Cell: 082 733 1537 Email: Lungile.Nkosi@dlrrd.gov.za
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BIDS / SUPPLY CHAIN ENQUIRIES:

Ms. J Mpepele Tel: 012 337 3700 / 071 878 9095 Email: jane.mpepele@dlrrd.gov.za	Mr. A Marema Tel: 012 337 3634 Email: amarema@dlrrd.gov.za
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CLOSING DATE AND TIME: 20 FEBRUARY 2026 AT 11:00 AM

**DELIVERY ADDRESS: DEPARTMENT OF LAND REFORM AND
RURAL DEVELOPMENT
PROVINCIAL SHARED SERVICE CENTRE: GP
524 STANZA BOPAPE STREET,
CNR STANZA BOPAPE STREET AND STEVE
BIKO STREET**



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



6TH FLOOR SUNCARDIA BUILDING, ARCADIA

LA 1.2

PROVINCIAL SHARED SERVICE CENTRE – GAUTENG, 524 STANZA BOPAPE AND STEVE BIKO STREETS,
SUNCARDIA BUILDING, ARCADIA, PRETORIA, 0027, PRIVATE BAG X09, HATFIELD 0028

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL
DEVELOPMENT: PROVINCIAL SHARED SERVICE CENTRE: GAUTENG PROVINCE

BID NUMBER: DLRRD (PSSC GP)-0002(2025/2026)

CLOSING TIME: 11H00 AM

CLOSING DATE: 20 FEBRUARY 2026

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED
FOR CONSIDERATION**

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), LA1.1, LA1.2, LA1.3, LA1.6, SBD1, SBD 2, SBD 6.1, SBD4, Terms of Reference
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Name and Address of the bidder Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

MAP TO BIDDER BOX (B BOX)

DLRRD (PSSC GP) 0002 (2025/2026) CLOSING DATE: 20 FEBRUARY 2026 AT 11:00 AM

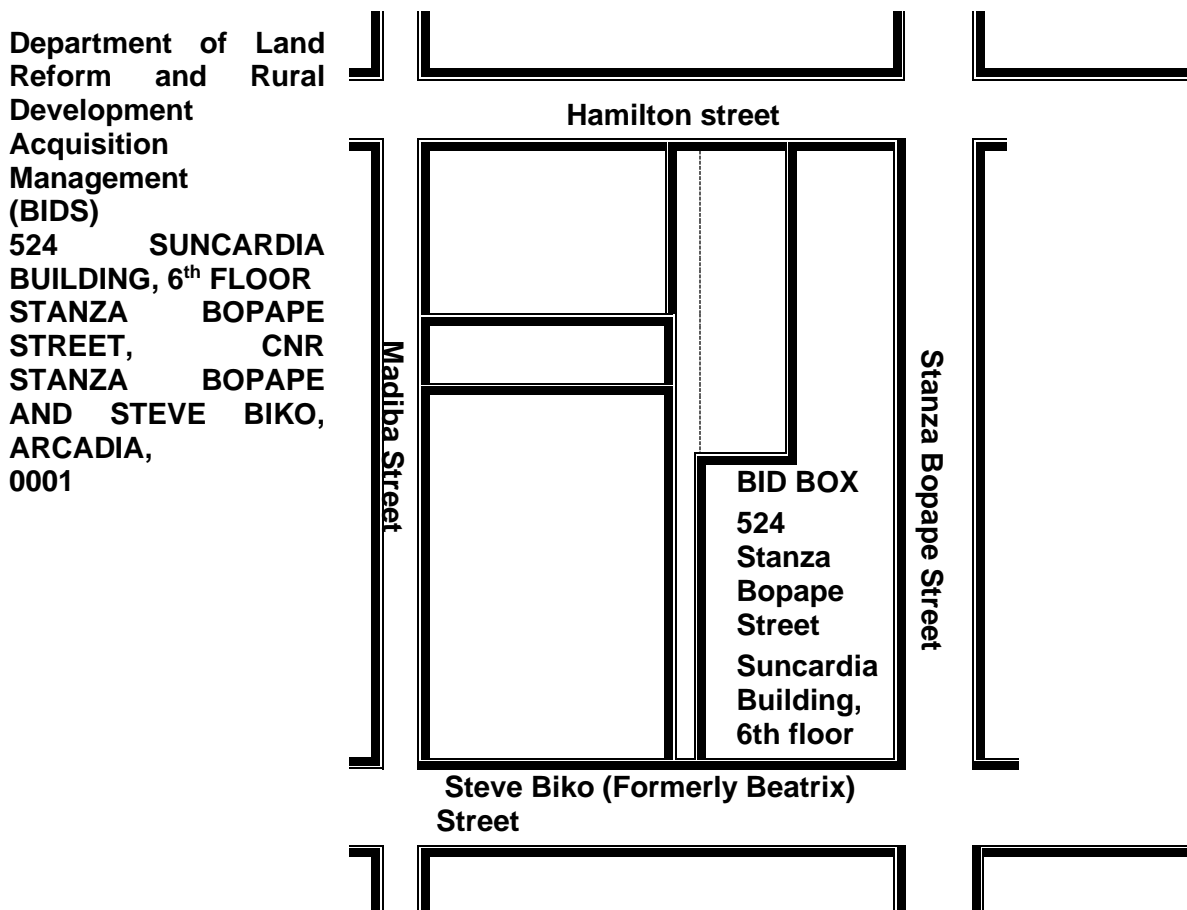
YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”



NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 6TH FLOOR. THE BID BOX WILL BE OPENED ON MONDAY TO FRIDAY: 07H00 AM TO 07H00 PM, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND **SUBMIT YOUR BID IN A SEALED ENVELOPE**

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of Mabel House (Pty) Ltd.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable option _____ Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no					Company/Close Corp. registered no							
Income Tax ref no					PAYE ref no							
VAT registration no	4				SDL ref no							
Customs code					UIF ref no	U						
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R				
E-mail address												
Physical address												
Postal address												

Particulars of representative (Public Officer/Trustee/Partner)

Surname													
First names													
ID/Passport no					Income Tax ref no								
Telephone no	C O D E		N U M B E R		Fax no	C O D E		N U M B E R					
E-mail address													
Physical address													

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded					
Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? ☐ YES ☐ NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders

I hereby authorise and instruct SARS the applicable Tax Clearance Certificate on my/our behalf.

or Goodstanding.

to apply to and receive from

Signature of representative/agent

Name of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant /Public Officer

Notes:

- It is a serious offence to make a false declaration.
 - Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
- As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
 - Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLRRD (PSSC GP) 0002 (2025/2026)	CLOSING DATE:	20 FEBRUARY 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SECURITY PANEL TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) IN GAUTENG PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS AS AND WHEN THE NEED ARISES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC: GP					
524 STANZA BOPAPE STREET (CNR STANZA BOPAPE AND STEVE BIKO)					
SUNCARDIA BUILDING ,6 TH FLOOR, PRETORIA, ARCADIA					
FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	JANE MPEPELE	CONTACT PERSON	Ms. Nokwanda Ncoko		
TELEPHONE NUMBER	012 337 3700 / 071 878 9095	TELEPHONE NUMBER	Tel: (012) 337 3686 Cell: 082 577 5505		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	jane.mpepele@dlrrd.gov.za	E-MAIL ADDRESS	nokwanda.ncoko@dlrrd.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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.
- 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:



Private Bag X9, HATFIELD, 0028; Provincial Shared Service Centre, Suncardia Building, Cnr Stanza and Steve Biko Streets, Arcadia. Tel: 012 337 3600/1

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SECURITY PANEL TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) IN GAUTENG PROVINCE FOR A PERIOD OF TWELVE (12) MONTHS AS AND WHEN THE NEED ARISES.

1. BACKGROUND

The DLRRD has various farms in the Gauteng Province which require security guarding services.

2. SCOPE

The DLRRD might require security guarding services on projects located in various Municipalities within the Province of Gauteng.

MUNICIPALITIES	TOTAL NUMBER OF LAND PARCELS
North Eastern Region (Tshwane)	197
South Eastern Region (Ekurhuleni, Emfuleni, Johannesburg, Lesedi, Midvaal Municipalities)	216
Western Region (Mogale City, RandWest, Merafong Municipalities)	162
TOTAL	575

NB: The security guarding services must be rendered 24 hours per day, 7 days per week, and 365/366 days per year on all farms.

- 2.2 The appointed service provider must have an established National security control room.
- 2.3 Furthermore, the appointed service provider must have a fully functional control room around the Gauteng that they bid for before the commencement of the contract to support the operations and services
- 2.4 As an additional service, the appointed service provider may be required to provide security guarding services at farms/projects and or any other property of the DLRRD, as and when the need arises. A quotation will be requested from the appointed service provider in terms of the approved bid rates before an additional security guarding service may be rendered.

- 2.5 The appointed service provider will be responsible for the protection of personnel and clients, assets, property (movable and immovable) and information of the DLRRD.

3. SERVICE PROVIDER SECURITY SCREENING

- 3.1 Updated SAPS clearance certificates and those of security officers must be submitted and kept on file by the service providers and copies of the results must be provided to the Department.
- 3.2 To ensure only reliable and trustworthy security personnel are deployed, the service provider shall conduct thorough screening through their appointed service provider of all guards and supervisory staff that must be completed within seven working days.
- 3.3 No individual with a record involving theft, assault, fraud, or any serious offense (schedule 1 Offence) in terms of Criminal Procedures Act 51 of 1977, shall be appointed to the Department site.
- 3.4 Deployment of unscreened or improperly screened personnel is a serious breach of contract and will result in penalties, as per section 28 of ToR.
- 3.5 The department will conduct company screening of the successful bidder through State Security Agency. Any negative screening results for the company may result in cancelation of the contract

4. Pre-Employment Screening for appointment of security officers by appointed Service Provider

- 4.1 Verification of qualifications and experience (e.g., PSIRA grade, firearm competency, prior employment).
- 4.2 Reference checks from previous employers (minimum 2 references).
- 4.3 Verification of address and contactable next of kin.

5. Periodic Re-screening

- 5.1 Any changes in status (e.g., new criminal charge or arrest) must be reported immediately and security officers to be remove from DLRRD sites.

6. Non-Compliance

- 6.1 Deployment of unscreened or improperly screened personnel is a serious breach of contract and will result in penalties, as per section 26 of Terms of

Reference.

7. Departmental Screening Rights

7.1 The Department reserves the right to conduct its own independent screening of any security personnel assigned to its sites, including but not limited to:

7.1.1 Criminal background verification

7.1.2 Identity and qualification verification

7.1.3 PSIRA registration status checks

7.1.4 Credit records checks

7.2 The service provider shall fully cooperate with the Department during this process by providing all required documentation and access to personnel.

7.3 If the Department identifies any individual as unsuitable or non-compliant or poor performance, the service provider shall immediately remove and replace the individual at no additional cost.

8. TRAINING AND INDUCTION

8.1 The appointed service provider shall ensure that all deployed security personnel receive the following training interventions:

8.2 **Client-Specific SOPs & Emergency Protocols:** Officers must be trained on all client Standard Operating Procedures (SOPs), emergency procedures, and any site-specific risks. This training must be facilitated by both the Department and the service provider.

9. SPECIAL CONDITIONS FOR STATUTORY COMPLIANCE

9.1 The service provider shall always comply with all applicable statutory and regulatory requirements governing the private security industry and NBCPSS during the duration of the contract. This includes, but is not limited to:

10. Compliance with Labour Legislation and National Bargaining Council for the Private Security Sector (NBCPSS)

10.1 Payment of wages and allowances in accordance with the latest gazetted Sectoral Determination or National Bargaining Council for Private Security Sector (NBCPSS) wage schedules.

10.2 Timely implementation of statutory wage increases as required by the NBCPSS.

- 10.3 Registration of security officers for UIF, COIDA, Affinity Health, Provident Fund as per Private Security Sector Provident Fund (PSSPF) as per NBCPSS compliance.
- 10.4 Deductions and payments of UIF, COIDA, Affinity Health, Provident Fundas. per Private Security Sector Provident Fund (PSSPF) and NBCPSS levies on behalf of all security officers.
- 10.5 The department reserve the right to conduct Pricing Schedule Risk Assessment analysis of bidders before appointment of any service provider to ensure that the bidders pricing is in line with the illustrative pricing guide of PSIRA (all-inclusive hourly and monthly rate).

11. Proof of Compliance

The service provider shall submit the following upon request or during audits:

- 11.1 Payslips reflecting current statutory rates/ back payments/deductions.
- 11.2 UIF for security officers
- 11.3 Proof of payments to statutory bodies as per paragraph 7.1 monthly
- 11.4 PSIRA registration status of all deployed personnel
- 11.5 Registration profile/proof of security officers at various statutory bodies

NB: The Department reserves the right to request any relevant documentation or information directly from security officers on the ground (e.g., payslips, duty rosters, time sheets) to verify the accuracy and authenticity of the documents submitted by the service provider to the department for compliance monitoring

12. Non-compliance with NBSPSS and PSIRA

- 12.1 Failure to comply with statutory obligations as listed in paragraphs 7.1 & 7.2 of the ToR, including the non-payment of statutory increases and or back payment of statutory increase, late payment shall be considered a serious breach of contract and non-compliance as per NBCPSS compliance and requirements. That may result in immediate termination of the contract as per SLA & GCC.

- 12.2 In the event that the Service Provider receives payment from the Department for gazetted statutory wage increases but fails to effect the corresponding back payments to the security officers from the effective implementation date as published; the Department reserves the right to impose a penalty. This penalty shall be equal to 100% of the total back pay amount due to the affected security officers for the applicable period and will be deducted directly from the Service Providers subsequent monthly invoice.
- 12.3 Repeated or continued failure to comply with this requirement may be deemed as a material breach of contract, and the department may, at its sole discretion, initiate termination procedures. Termination may be effected by providing the Service Provider with one (1) months written notice, or on an alternative date subject to mutual agreement, provided that a minimum period of three (3) months is observed.

13. MONTHLY REPORTING

- 13.1 The appointed service provider must conduct security risk evaluations/assessments (TRA) of all sites in his/her area of responsibility.
- 13.2 The appointed service provider will be required (physical or virtual meetings) to report and/or attend meeting(s) monthly, as and when required at the Provincial level.

14. PROJECT MANAGEMENT TEAM

- 14.1 Security Manager
- a) Responsible for overall project management of the guarding contract.
- 14.2 Operational / site / area manager
- a) Responsible for overall operations management of the guarding contract and must be based and operate in the province.

15. Daily inspections will be done and captured as follows:

- 15.1 Hourly inspections shall be conducted by the Supervisor or Security Officer on duty during the respective shift.

- 15.2 Handover inspections shall be recorded in **red ink** in the Occurrence Book (OB), and each entry must be clearly marked with the keyword "**First Level Patrol**" for easy identification and audit purposes.
- 15.3 The inspection shall include, but not be limited to, security officers, registers, equipment and building status and departmental vehicles. A comprehensive entry shall be recorded in the Occurrence Book (OB) to reflect all aspects of the inspection.
- 15.4 Each register must be inspected during each inspection and a relevant entry made in those registers indicating the OB number. Use a full line and do not leave blank lines.
- 15.5 A full patrol is required for all inspections. The following details of the person conducting the inspection must be included in the Occurrence Book (OB) entry without exemption:
- a. Initial and Surname;
 - b. PSIRA number; and
 - c. Signature.
- 15.6 A monthly report providing proof of such visits shall be submitted to the departmental representative. Any security incidents, breaches, or other irregularities encountered during these inspections must be immediately reported to the departmental representative.
- 15.7 It is the responsibility of the appointed service provider to ensure that all posts are continuously manned. A relief schedule for leave, breakfast, lunch, supper, tea, and body breaks must be developed by the appointed service provider prior to the commencement of the detailed scope of work, activity list, and post procedures.
- NB: Relievers must be part of the overhead costs. Relievers' remuneration must be in line with NBCPSS collective agreement rates.**
- 15.8 Inspection parades must be held at least 15 minutes prior to the commencement of any shift so that smooth transition occurs during handing over of shifts without exception.

- 15.9 Should it be discovered during any inspection or by coincidence that a post is unmanned, the DLRRD reserves the right to impose penalties in accordance with the penalty clauses for that specific post and shift. A monthly penalty register (per Region) will be compiled by the DLRRD and submitted to the service provider. The service provider will have the opportunity to refute any penalties and issue the necessary credit notes.
- 15.10 The following must be addressed during inspections :
- a) Conduct high-level site inspections and address human resource issues, assess uniform requirements, and handle time sheets and pay queries matters, including the recruitment and induction of new personnel.
 - b) Address all irregularities on-site and provide clear solutions to resolve issues.
 - c) The appointed inspector must have problem-solving skills and conflict resolution abilities to handle various situations effectively.
 - d) Elevate all unresolved incidents to the Provincial Control Room of the Service Provider for further action.
 - e) Dress in full combat uniform when on-site, which must include the display of both the PSIRA and company identification cards.
 - f) Be issued with a vehicle equipped with a two-way radio for communication.
 - g) Provide a cell phone or cell phone allowance to ensure proper communication.
 - h) PSIRA registration must be Grade B.
- 15.11 Gender posting is a strict requirement for posting of shifts which must be 100% male at all times.

NB: The off - site supervisor is also subject to penalties included in the contract e.g. identification cards etc.

16. TIMETABLE FOR CONTRACT INCEPTION ACTIVITIES AND REPORTS PRIOR AND DURING THE CONTRACT

- 16.1 The appointed service provider is required to perform the actions identified in the table below within the timeframe specified:

ACTION	COMPLETED BY
Security registers.	On the day of appointment
Incident notification.	Immediately {upon discovery} report telephonically or via cell phone (WhatsApp is preferred).
Incident summary report (template will be provided by the DLRRD).	Within 08 - 12 hours after an incident occurred, an electronic OB report must be submitted
Preliminary investigation report.	Within 7-10 days after the incident summary report.
Comprehensive investigation report (investigation template will be provided).	Within 14 - 21 days after the preliminary investigation report.
Detailed site instructions per site to be provided by the service provider.	Within the first 7-10 working days of the contract commencement.
In services training plan for security officers including the training of an Emergency Controller/Departmental Manager/Representative.	Within the first 1 st month of the contract and the service providers skills development matrix to be provided.
Reaction units and contingency plans for emergency situations i.e. riots, strikes, crowd management plan etc.	Within 14 working days of the contract commencement. Quarterly review
The appointed service provider must conduct first risk assessment on appointment and during exit premises/site(s) risk evaluations. It is therefore imperative that the appointed service provider has suitable staff that is able to perform such an evaluation.	Within the seven (7) days after appointment and seven (7) days before end of contract.
Site orientation (operational managers and supervisors).	Prior to the commencement of contract.
Payment of salaries and statutory obligations	Monthly without exception
Security equipment and other security related stationary on site (including OB and registers).	Immediately upon commencement of the contract.
Background checks.	Within three weeks from the date of commencement of the contract. Security officers and managers with criminal records must be removed from the contract.
Procure and install guard patrols systems.	Where applicable.
Electronic OB.	Within 1 month from the date of commencement of the contract. This includes registration of coordinators to receive notifications directly via cell phone.
Control room.	Fully functional within inception of the contract.
Provisioning of guard huts	Within 2 weeks (where applicable) days of commencement of contract.

NB: Penalties will be issued for failure to adhere to any of the timeframes stipulated above. Refer to penalty sheet.

17 REQUIREMENTS

- 17.1 Provide Curriculum Vitae (CV's) and PSIRA certificates for both Security Manager and Operational Manager with the following minimum requirements must be met:

- 17.2 PSIRA Registration: Security Manager Grade A certification, 10 years' of relevant industry experience,
- 17.3 PSIRA Registration: Operational Manager Grade A or B certification, 5 years of relevant industry experience.
- 17.4 Service provider (s) must be able to demonstrate the capacity, capability, and availability of resources necessary to effectively deliver services at both provincial and national levels.
- 17.5 Service provider(s) must provide reference letters/testimonials on the client-company letterhead signed and stamped for each of the projects completed.
- 17.6 Service provider(s) must submit comprehensive implementation plan outlining deliverables, associated with timeframes and a detailed project plan specifying the tasks to be undertaken, including the proposed methodology.

18. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will automatically disqualify the bidder's proposal:

- 18.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate / PIN, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 18.2 The company or close corporation and every Director of the company or every member of the close corporation must be registered in terms of section 19 of the Security Officer's Act, 1987 (Act 92 of 1987) (Attach proof).
- 18.3 The bidder must submit a valid PSIRA certificate in the name of the bidding company (certificate must be valid on or before the closing date of the bid) indicating the service provider's (company, close corporation, or sole trader) accreditation and registration with the Private Security Industry Regulatory Authority (PSIRA).
- 18.4 The bidder must submit a valid letter of good standing in the name of the bidding company (letter must be valid on or before the closing date of the bid) from the Private Security Industry Regulatory Authority (PSIRA). The bidder must submit the valid copies of PSIRA certificate(s) for all Directors / Owners registered as Grade A/B security officers.
- 18.5 The bidder must submit a valid letter of good standing, or proof of registration in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), obtainable from the Department of Employment and Labour (letter

must be valid on or before the closing date of the bid). The nature of the business must indicate security services.

- 18.6 A Valid letter of good standing from Private Security Sector Provident Fund (PSSPF). **No other provident fund letters will be accepted and letter to indicate service provider is compliant**
- 18.7 The Service Provider must submit the existing cover for PUBLIC LIABILITY insurance policy from any registered insurance company or submit. documentary proof/letter of intent/quotation from registered insurers. The Public Liability cover must be for a minimum value of R 1 000 000 (R1 million) for the duration of the contract. **NB: If Service Providers opt to submit a comprehensive insurance cover, it MUST include a line item listed as PUBLIC LIABILITY to the value of (R1 million), if the comprehensive insurance cover does not explicitly indicate PUBLIC LIABILITY it will render the bid proposal to be non-responsive**
- 18.8 Registration with National Bargaining Council for Private Security Sector (NBCPSS)
- 18.9 A valid letter of Good Standing from the National Bargaining Council for Private Security Sector (NBCPSS).

NB: DLRRD will ONLY consider the Department of Employment and Labour annual gazetted PSIRA increase adjustment for implementation during the duration of the contract.

- 18.10 Bidder must be registered on the National Treasury Central Supplier Database and attach a report as proof or provide registration number (MAAA) on the space provided on SBD 1 forms
- 18.11 Original company resolution on a company letter head authorizing a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorized or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted. In the case of a JOINT VENTURE submitting, they must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

18.12 Respondents must have footprint (proof of operation) within Gauteng Province. Bidder/s must attach the following to demonstrate physical presence within Gauteng Province:

- a **valid** municipal services account (water, sanitation, rates, and electricity) in the name of the bidder/s or active director/s **not older than 6 months from the closing date of the bid or**
- a valid lease agreement from the lessor **or**
- a letter on the letterhead of the ward councilor/traditional authority/council that must be signed, stamped, and dated and must **not be older than 3 months from the closing date of the bid.**

18.13 Bidders **MUST** attend compulsory briefing session, failure to attend will result in bidders being disqualified.

19. EVALUATION CRITERIA

19.1 This bid shall be evaluated in three stages. During the first stage bids will be evaluated on mandatory, the second stage evaluation is functionality, and the third stage is site inspection stipulated below:

20. SECOND STAGE -EVALUATION OF FUNCTIONALITY

20.1 The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values:

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 average, 3 good, 4 very good and 5 being excellent.**

EVALUATION CRITERIA	APPLICATION	WEIGHTS
Ability & Capability Security Manager	<p>Security manager with valid PSIRA Grade A with grade 12 certificate and have experience as a security manager with minimum 5 years' experience on total security functions which must include finance, human resource, management of operations, project management, <i>reports writing</i>, presentation skills and investigations.</p> <p>NB: Please attach personnel CVs entailing total security duties for appointments as security manager.</p> <ul style="list-style-type: none">❖ No valid PSIRA Grade A certificate or no grade 12 certificate attached - Poor (1)❖ Valid PSIRA Grade A certificate with grade 12 certificate with 3 years' experience as a security manager on total security management operations. - Average (2)❖ Valid PSIRA Grade A certificate with grade 12 certificate with 5 years' experience as a security manager on total security management operations - Good (3)	20

EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> ❖ Valid PSIRA Grade A certificate with grade 12 certificate with 7 years' experience as a security manager on total security management operations - Very Good (4) ❖ Valid PSIRA Grade A certificate with grade 12 certificate with more than 10 years' experience as a security manager on total security management operations – Excellent (5) 	
Security operations Manager	<p>Security Operations/site/area manager with valid PSIRA Grade A/B with grade 12 certificate and 5 years' experience as a security operations manager specifically managing guarding operations which must include, preparing monthly reports, operations management, investigations, supervising, training and inductions, conducting risk assessments, screening and oversee postings, logistics, human resource management.</p> <p>NB: Please attach personnel CVs entailing total security duties for appointment of operational manager)</p> <ul style="list-style-type: none"> ❖ No valid PSIRA Grade A/B certificate or no grade 12 certificate attached - Poor (1) ❖ Valid PSIRA Grade A/B certificate with grade 12 certificate with 3 years' experience as a operations manager on total security management operations - Average (2) ❖ Valid PSIRA Grade A/B certificate with grade 12 certificate with 5 years' experience as a operations manager on total security management operations - Good (3) ❖ Valid PSIRA Grade A/B certificate with grade 12 certificate with 7 years' experience as a operations manager on total security management operations – Very Good (4) ❖ Valid PSIRA Grade A/B certificate with grade 12 certificate with more than 10 years' experience as an operations manager on total security management operations – Excellent (5) 	20
Company Experience, Capacity, Capability and Ability in Guarding Services. <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>Company experience, capacity, capability, and ability in guarding services.</p> <ol style="list-style-type: none"> i. The bidder must have at least 5 years proven experience in guarding services. ii. The bidder should have successfully completed 5 projects in the guarding services. All successfully completed projects must add up to minimum 36 months. <p>Important: The bidder must attach reference letters/testimonials from all corporate or government clients where the bidder has provided guarding services as per point (ii) above. The reference letter must be on the bidders' client letter head, contact details, and must be duly signed and stamped by the client. The reference letter should include the period of completed (start and end date) projects, contract value.</p> <p><i>NB-No Orders or appointment letters must be submitted</i></p>	40

EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> ❖ Poor (score 1) – Criteria requirements are inadequately met. One of the above sub-criteria i.e. (i) and (ii) criteria requirements are not met. ❖ Average (score 2) – Criteria requirements are inadequately met. One of the above sub-criteria i.e. (i) and (ii) criteria requirements are not met ❖ Good (score 3) - Meet all criteria requirements. Both the above sub-criteria i.e. (i) and (ii) criteria requirements are met. ❖ Very Good (score 4) - Meet all criteria requirements. Both the above sub-criteria i.e. (i) and (ii) criteria requirements are met with more than 36 months completed projects experience. ❖ Excellent (score 5) - Exceed both criteria requirements significantly. Both the above sub-criteria i.e. (i) and (ii) criteria requirements are met and exceeded more than 5 years guarding experience with more than 36 months completed projects experience. 	
METHODOLOGY	<p>Proposed approach and methodology (The bidders shall attach a detailed implementation plan with clear time frames of project plan reflecting the proposed sequence of activities, and the methodology that will be applied for execution of the various activities as listed in the TOR)</p> <ul style="list-style-type: none"> ❖ Methodology and proposed detailed implementation plan <u>do not outline</u> the activities as specified in the ToR – Poor (1) ❖ Methodology and proposed detailed implementation plan <u>inadequately</u> and poorly addressed the activities in the ToR - Average (2) ❖ Methodology and proposed plan adequately address most of requirements in the ToR. Good (3) ❖ Methodology and proposed plan specify the manner in which the project will be delivered and indicate additional value add – Very Good (4) ❖ Methodology and proposed plan implementation plan <u>exceptionally specify</u> the manner in which the project will be delivered and include a comprehensive contingency plan and training plan – Excellent (5) (TIMELINES, CLEAR PROJECT PLAN) 	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

NB: The bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated during the third stage.

21. THIRD STAGE EVALUATION i.e. SITE INSPECTION:

The applicable values that will be utilized when scoring each criterion ranges from 1 being poor, 2 average, 3 good, 4 very good and 5 being excellent.

EVALUATION CRITERIA	APPLICATION	WEIGHT
1.	<p>Control Room</p> <ul style="list-style-type: none"> i. Dedicated control room is present with Safety gate and burglar bars on windows. ii. Designated/Appointed control room operators and/or radio operators. iii. Occurrence books must have been a sequence of entries for the past six months prior to the assessment dates. All previous occurrence books must be available. <ul style="list-style-type: none"> ❖ No dedicated control room with safety gate and burglar bars available, dedicated control room operators and no occurrence books reflection six months consecutive entries available - Poor (1) ❖ Dedicated control room with safety gate and burglar bars available, no dedicated control room operators and no occurrence books reflection six months consecutive entries available - Average (2) ❖ Dedicated control room with safety gate and burglar bars, dedicated control room operator and 6 months consecutive of occurrence books entries available – Good (3) ❖ Dedicated control room with safety gate and burglar bars, dedicated control room operator and 9 months consecutive of occurrence books entries available – Very Good (4) ❖ Dedicated control operators and more than twelve months consecutive occurrence books available for the period prior to the assessment available and operational electronic OB Excellent (5) 	20
	<p>Communication systems</p> <ul style="list-style-type: none"> i. Landline / cell phone ii. Functional printers and copiers iii. Internet access iv. Base radio/ radio link v. Radio licence (ICASA) vi. Electronic patrol report system <ul style="list-style-type: none"> ❖ <i>No communication systems Is available (and not in working condition) - Poor (1)</i> ❖ <i>Less than 100% communication systems Is available (and not in working condition) - Average (2)</i> ❖ <i>100% of critical communication systems available and functioning effectively (i, ii, iii, iv, v) – Good (3)</i> ❖ <i>100% of critical communication systems available and functioning effectively, live vehicle tracking (i, ii, iii, iv, v) – Very Good (4)</i> 	20

EVALUATION CRITERIA	APPLICATION	WEIGHT
	❖ 100% of critical communication systems available and functioning effectively and in addition, live vehicle tracking, live foot patrol monitoring is available. Excellent (5)	
	<p>Company human resource management and finance that include the following.</p> <ol style="list-style-type: none"> Designated/Appointed HR and Finance staff with relevant experience Availability of information: Payment of services rendered by company's service providers for the past three months prior assessment. (Uniform, vehicles, security related items, registers) Availability of information: Employee files consisting of signed and dated employment contract, CV, RSA ID, PSIRA certificate, qualifications security training certificates, criminal record checks, job description, results of aptitude, leave records, Provident Fund beneficiary selection. (The Department reserves the right to choose files and HRM and finance personnel files will also be verified) <p>❖ Criteria requirements are not met i,ii,iii Poor (1)</p> <p>❖ Criteria requirements i is met criteria ii and ii not met. Proof of 5 x invoices and payments provided (past three (3) months and 50% of requirements listed for personal file are met – Average (2)</p> <p>❖ Criteria requirements i, ii, iii are met. Proof of 5 x invoices and payments provided (past three (3) months and 80% of requirements listed for personal file are met – Good (3)</p> <p>❖ Criteria requirements i, ii, iii are met. Proof of 5 x invoices and payments provided (past three (3) months and 100% of requirements listed for personal file are met – Very Good (4)</p> <p>❖ Criteria requirements i, ii,iii are met with proof of invoices and 10 x documents on the file including proof of consecutive payment to PSSPF and Affinity Health Provided for six (6) months prior to the assessment. Excellent (5)</p> <p><i>If found that any of the information is falsified a score of 1 will be allocated</i></p>	20
	<p>Full company Uniform categories (combat and Corporate) and security equipment physically available for inspection.</p> <ol style="list-style-type: none"> Corporate uniform with company logo Combat with company logo (i.e. female and male) NB: Basic uniform includes: <i>Combat trouser, combat shirt, combat shoes, combat jersey, combat belt, windbreak, bin, cap, socks uniform must be branded with the company logo</i> Security equipment available NB : Basic Equipment includes: <ul style="list-style-type: none"> Batons, handcuffs, handheld metal detectors 	20

EVALUATION CRITERIA	APPLICATION	WEIGHT
	<ul style="list-style-type: none"> ❖ <i>Criteria requirements are inadequately met. No uniform and equipment One of above (i), (ii) and (iii) criteria requirements are not met - Poor (1)</i> ❖ <i>Criteria requirements are inadequately met. Incomplete uniform and equipment One of above (i), (ii) and (iii) criteria requirements is not met - Average (2)</i> ❖ <i>Criteria requirements are adequately met. Complete uniform and equipment All of above (i), (ii) and (iii) criteria requirements are met - Good (3)</i> ❖ <i>Criteria requirements are adequately met. Complete uniform and equipment All of above (i), (ii) and (iii) criteria requirements are met and additional stock of at least 5 but not more than 15 pieces of all uniform is available– Very Good (4)</i> ❖ <i>Criteria requirements are exceptionally and additional stock of at least fifteen (15) pieces of all uniform is available – Excellent (5)</i> 	
Fleet	<p>Three (3) Branded and functional roadworthy vehicles registered in the company name/Director(s) physically available for inspection.</p> <p>NB: Vehicles to be assessed must be used transport vehicles for security officers and not rapid response vehicles</p> <ul style="list-style-type: none"> ➤ <i>Criteria requirements are not met No vehicle available for inspection –Poor (1)</i> ➤ <i>Criteria requirements are inadequately met 1 Vehicle not branded or not registered on company or directors (s) name –Average (2)</i> ➤ <i>Criteria requirements are adequately met. 3 branded road worthy vehicles registered on company or directors(s) name – Good (3)</i> ➤ <i>Criteria requirements are adequately met. 5 branded road worthy vehicles registered on company or directors(s) name – Very Good (4)</i> ➤ <i>Criteria requirements are exceptionally met. Minibus or smaller bus and more than 5 vehicles is available used for transportation of security officer branded road worthy vehicles registered on company or directors(s) name – Excellent (5)</i> 	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

NB: The Bids that fail to achieve a minimum of 70 points out of 100 points for site inspection will be disqualified and not form part of Panel.

22. The Employer reserves the right not to award the contract to the highest- scoring bidder if there is objective and verifiable evidence of material non-performance on previous security service contracts within the past five (5) years.

Non-performance includes, but is not limited to:

- a. Failure to deploy security personnel as per contractual obligations
- b. Breach of safety or operational protocols
- c. Repeated absenteeism or inadequate supervision
- d. Early termination of contract due to poor performance

e. Inclusion on the National Treasury's list of restricted suppliers

- 22.1 Evidence of such non-performance must be documented and may include formal termination letters, written warnings, performance audit reports, or blacklisting notices.
- 22.2 This criterion will be applied fairly and consistently across all bidders and shall be used only where such evidence is available and relevant to the scope of this tender.
- 22.3 The use of objective criteria is grounded in Section 2(f) of the PPPFA, which allows for such discretion, provided it's exercised transparently and in the public interest.
- 22.4 Section 2(f) of the **Preferential Procurement Policy Framework Act (PPPFA), 2000** empowers an organ of state to award a tender **to a bidder that did not score the highest points**, provided that **objective criteria** justify the decision.
- 22.5 "The contract must be awarded to the tenderer who scores the highest points, **unless objective criteria** in addition to those contemplated in paragraphs (d) and (e) justify the award to another tenderer."

This clause is crucial because it introduces **discretion** into the otherwise rigid preference point system. It allows for broader considerations—such as risk, capacity, or strategic developmental goals—to influence the final award decision, as long as these criteria are:

- a) Clearly stated in the bid documents
- b) Applied fairly and consistently
- c) Justifiable and not arbitrary

23. The below objective criteria which will be applied in consideration to this bid

- 23.1 The department reserves the right not to award the contract to the highest-scoring bidder if there is objective and reasonable evidence of the bidder's material non-performance on previous security service contracts within the three years from the closing date of this bid.
- 23.2 This includes but is not limited to failure to provide guards as per contract, breach of safety protocols, or termination of contract due to poor performance. Such evidence must be documented and verifiable.

24. TERMS AND CONDITIONS

24.1 Uniform Issuing and Maintenance

- a) Upon appointment:
- b) An immediate uniform issuing schedule must accompany all bids.
- c) Uniforms must be reissued where applicable without exception.
- d) Initial Issuing Period:
- e) After recruitment, the service provider will have a grace period of **seven (7) days** to ensure all security officers receive a full set of uniforms.
- f) During the appointment, a minimum of **one full set** must be issued to each officer to ensure operational readiness while the full allocation is prepared.

24.2 Combat Uniform (Farm/Outdoor Officers):

- a) 1 Pairs of Safety Boots (rugged, slip-resistant).
- b) 3 Combat Trousers.
- c) 2 Combat Shirts (long/short sleeves according to season).
- d) 2 Jerseys
- e) 1 Windbreaker (water-resistant).
- f) 1 Belt (tactical, suitable for outdoor patrols).
- g) 4 Pairs of Socks.
- h) 1 PSIRA and Company Identification Card with a Lanyard and Card Holder.

24.3 Special Provision:

- a) Wear and Tear Replacement:
- b) Immediate replacement of any uniform item showing excessive wear and tear. No delays will be tolerated.

24.4 Compliance Monitoring:

- a) Regular audits will be conducted to ensure all security officers are adequately equipped with the required uniform.
- b) The appointed service provider must ensure that all security officers who meet the recruitment criteria undergo a comprehensive site induction before assuming their duties. This induction must be a joint effort between

the service provider and the department to ensure alignment on roles, responsibilities, and site-specific protocols.

- c) The appointed service provider must manage all incidents that may require the intervention of other law enforcement agencies until the arrival of the proper authorities.
- d) This ToR will serve as the point of departure for the minimum standards of service delivery expected in terms of providing a security service at the DLRRD. No deviations will be tolerated, and the terms thereof are not negotiable.
- e) If it is found during the evaluation process and/or after the bid/contract has been awarded that any false information has been provided, the DLRRD reserves the right to take the necessary action as deemed fit, including but not limited to the institution of criminal procedures and/or disqualification from the bid.
- f) The appointed service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against the State premises/site(s) on the site of the contract or on the periphery without written consent from Departmental Security Services. The appointed service provider shall not publicly display at the site any article or object which might be regarded as objectionable or inconsiderable.
- g) Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent, **from Departmental approval** or which is regarded as objectionable or undesirable, will immediately be removed. The appointed service provider shall be held responsible for the costs of such removal.
- h) In addition to providing the DLRRD with relevant documents and miscellaneous security aids the appointed service provider will safely store personal files at their provincial headquarters, which must be readily available for inspection and perusal upon reasonable demand from authorised security personnel of the DLRRD. These files should contain *inter alia*, scholastic, registration, training or medical certificates, departmental disciplinary records, security clearances etc.
- i) The service provider must ensure that all security officials are provided with complete and proper uniforms tailored to the relevant seasons.

25. General Requirements:

25.1 Uniforms must:

- a) Be neat, matching, and appropriate for the assigned environment such as combat for industrial and corporate for office no combat will be allowed in office environment (photo/sample to be provided).
- b) Uniform must be replenished immediately upon expiry or when damaged.
- c) Provide PSIRA identification cards and company identification cards, visibly displayed at all times with a lanyard and cardholder, immediately on the inception of the contract.

25.2 Corporate Uniform/ Combat Uniform:

- a. Formal attire suitable for office environments.
- b. Formal shoes that are polished and appropriate for indoor settings.
- c. Combat Uniform (Farm/Outdoor Officers)
- d. Durable combat uniform designed for outdoor security functions.
- e. Safety boots with slip-resistant soles, suitable for rugged terrain and outdoor patrols.

25.3 The DLRRD also reserve a right to increase and/or decrease equipment's and/or the number/quantity of Security Officer(s) and/or transfer/move the service required in the relevant area.

25.4 A service provider must demonstrate the availability of resources i.e. management team, physical resources, offices and control room capacity in the Gauteng Province

26. CONDUCT OF SECURITY OFFICERS

26.1 Security officers must sign a declaration of secrecy before being posted at any DLRRD site.

- 26.2 Security officers may carry cell phones for emergency purposes but using them while on duty is prohibited. Earphones or headphones are not allowed during working hours.
- 26.3 Security officers are not permitted to eat, smoke, or chew gum at their posts. Meal breaks must be taken in designated areas.
- 26.4 Security officers and service providers are forbidden from disclosing any information concerning DLRRD activities to the public or news media.
- 26.5 Security officers must maintain a professional manner, always ensuring customer focus and courteous conduct.
- 26.6 Security officers are prohibited from receiving or signing for any deliveries. Proper arrangements must be made with the departmental representative for deliveries during or after office hours.
- 26.7 Sleeping, loafing, or engaging in any form of idle behaviour while on duty is strictly prohibited.
- 26.8 Security officers must not abandon their post without proper relief or authorization.

27. EQUIPMENT

- 27.1 In conjunction with the security facilities, systems and equipment provided by the DLRRD, the appointed service providers will be required to supply, maintain and operate the following security aids at his/her own cost (all security officers must be trained on the relevant equipment):
- 27.2 **Detection equipment:** Handheld metal detector(s) and charging equipment shall be provided for operational use at all access control points to ensure that all personnel and visitors are screened to prevent dangerous objects being brought onto the premises of the DLRRD. Handheld metal detectors must be available and functioning at all times.
- 27.3 **Reliable communication system:** base radio and handheld radios must be supplied and be compatible with the base radio installed at all sites. All units are to be supplied with two (2) batteries and suitable chargers. Licensing is the responsibility of the appointed service provider. Cell phones may never be used as a replacement for base or handheld radios unless authorised by DLRRD in certain

circumstances e.g. breakdown of transmitter/radio and awaiting installation of new radio etc.

- 27.4 **Flashlights and pouch/ring:** – two LED flashlights per post, with a minimum of 10 000 lumens with no exception.
- 27.5 Spare batteries for flashlights or charger depending on the type of flashlight issued (rechargeable flashlights will be preferred).
- 27.6 Baton and baton ring.
- 27.7 Handcuffs with key and spare key.
- 27.8 Pocketbook and replacement available within 1 shift.
- 27.9 Occurrence Book (and always have a new book on standby).
- 27.10 Black and red pens and 30cm Ruler.

28. PROTECTION OF DEPARTMENTAL ASSETS

The appointed service provider must ensure compliance with the following:

- 28.1 No state property and/or information may be removed from a DLRRD site without proper authorization documents issued and signed by a person designated by DLRRD management on the premises for this purpose. Specifics regarding approval documents will be provided during the induction of security officers.

NB: No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason whatsoever. Failure to comply with this requirement will result in penalties to be issued.

29. GUARDING SERVICES AT OTHER PROPERTY (ADDITIONAL SERVICES) AS AND WHEN REQUIRED

- 29.1 The DLRRD may require the following additional guarding service to be provided: by the appointed service provider
 - a) Access control at the property in terms of the Control of Access to Public Premises and Vehicle Act and all strategic sites which will be determined by the DLRRD.
 - b) Identification of all risks on the property and reporting of such to the project manager which will be appointed for the event by the DLRRD.
 - c) Conducting of patrols on the property.
 - d) Prepare a site instruction plan for the deployment.

- e) Provide a vehicle, quad bike, dogs, armed security guard(s) or other equipment/resources as per the need arise; refer to Pricing Schedule with rates for Ad- hoc security services as per Annexure B
- f) Radio communication to the property or cell phone communication.
- g) Provide a temporary guardhouse(s) or toilets onsite where necessary. May include the provision of water and/or electricity/generator.
- h) Farm/property needs to be inspected at least once a week by an operational manager of the appointed service provider.

30. SECURITY REGISTERS

30.1 The appointed service provider will be responsible for providing all security registers books with no exemption with their company logo and department logo (DLRRD), required for the execution of this bid within 7 working days. These include but not limited to:

- a) Occurrence books.
- b) Visitors register
- c) Afterhours register.
- d) Daily Key register.
- f) Official assets incoming and outgoing register.
- g) Private assets incoming and outgoing register.
- h) Government vehicles register.
- i) Private vehicles register.
- j) Officials' temporary access registers.
- k) Prohibited items register.
- l) Information registers.

NB: The above registers must be proper books, not loose or bound pages

30.2 The registers must be designed in conjunction with DLRRD staff and be approved by the Assistant Director of the Province prior to the commencement of any security services at any office. The appointed service provider should supply stationary to the security officers. The DLRRD will provide a template of the required registers **where applicable**.

30.3 The appointed service provider must ensure the proper completion of all

relevant access control registers at all relevant points specified by the DLRRD and will be obliged to comply with all relevant specifications of the DLRRD pertinent to access control of persons and vehicles **where applicable**.

31. ACCESS CONTROL

- 31.1 The security guarding services will be responsible for protection of personnel, assets (movable and immovable), property and information by executing access control in compliance with the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 31.2 The appointed service provider shall be responsible *inter alia* for the following duties:
 - 31.3 Guarding services;
 - 31.4 Access control;
 - 31.5 Security escorts;
 - 31.6 Conduct physical indoor and outdoor security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc; Prevent abuse of facilities and assets at the DLRRD premises by employees (including visitors);
 - 31.7 Implement crowd management procedures as and when the need arises. A crowd management plan must be provided by the appointed service provider together with the site instructions.
 - 31.8 Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature.
 - 31.9 Keep track and ensure that all visitor registers/cards/slips are accounted for at the end of each shift. Should there be any visitor cards/slips that are not returned at the end of each working day, the appointed service providers' security supervisor shall provide a written report indicating reasons for visitor's card/slip not been accounted for.
 - 31.10 Access control shall be applied but not limited to the following point(s) at all sites:
 - 31.11 All pedestrian and vehicle entrances, including the reception and/or foyer areas at all sites where public and employees enter; and
 - 31.12 Inside and outside patrols of the DLRRD premises including perimeter walls or fence.
 - 31.13 Where the department has the following systems and equipment installed it

shall be manned by the appointed service provider's personnel who must ensure that the security officials are competent in such systems and equipment:

- 31.14 Main, vehicle, and pedestrian entrances, whether equipped or not with electronic security systems, such as monitors, boom, access control point/biometric walk-through and handheld metal detectors and x-ray machines, etc.
- 31.15 Access control to premises/offices - once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other access control measures where applicable.
- 31.16 Intruder alarm system - where applicable; and
- 31.17 Fire Detection and Control Systems where applicable.

32. PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING

- 32.1 All security related and occupational and health incidents must be reported, and the following investigation reports submitted:
 - a. Immediate notification of the event must be communicated to the relevant coordinator via cell phone, and the electronic occurrence book of incident
 - b. The offsite supervisor/operational manager must attend all security - related incidents/breaches.
 - c. A written incident summary report summarising the event must be submitted within 8 - 12 hours after the incident. A register capable of producing duplicate reports must be designed for this purpose.
 - d. A preliminary investigation report must thereafter be submitted within 7-10 days (investigation report template will be discussed with the appointed service provider).
 - e. A comprehensive investigation report must thereafter be submitted within 14 - 21 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.
 - f. The appointed service provider is responsible for reporting criminal cases to SAPS on behalf of DLRRD.

33. ELECTRONIC GUARD PATROL SYSTEMS

- 33.1 Electronic systems with remote monitoring capabilities to monitor guard

patrols must be installed at all sites at the cost of the appointed service provider, and this will be removed by the appointed service provider upon expiration of the bid.

33.2 Software, training and registration on these systems must also be provided at no cost to the DLRRD.

33.3 The installed guard patrols systems must provide daily patrol reports and submit these electronically to the DLRRD.

33.4 Detailed reports must be provided on a daily basis. The DLRRD will allow 10% deviation on patrol reports taking into consideration the following issues only:

- a. Incomplete contact (security officer does not perform successful contact with a point along the specified route).
- b. Load shedding or power failure for any reason e.g. maintenance, disaster etc.
- c. Patrol system repairs or maintenance (device malfunction must be reported immediately).
- d. Specific issues discussed with specific offices and where formal acceptance has been authorized.

34. PROVINCIAL CONTROL ROOM

34.1 The appointed service provider's control room must be fully operational for the duration of the contract. The control room must meet the relevant legislative compliance requirements and be able to communicate to any site.

- a. The appointed service provider must implement high – level technology for radio communication/base radio or provide assigned/dedicated device for communication to all sites.
- b. The appointed service provider must appoint capable/experienced operational staff (control room operators) that will be able to manage and coordinate in his/her area of responsibility. Reliable transport inclusive of fuel must always be available.
- c. The control room must be equipped with the following resources, but not limited to:
 - a) Communications: Computer with internet access, e-mails, cell phones, base radios, printer, and scanner.
 - b) Other resources such as admin, finance personnel.

- c) Card printing facilities for printing of name cards for security officers.
- d) Uniform and equipment must be available at all times at Provincial Offices/Control Rooms.
- e) The appointed service provider must implement an electronic occurrence book/incident management system and all departmental representatives at the respective Province must be registered to receive immediate electronic alerts of all incidents via the electronic occurrence book/incident management system.

35. LABOUR UNREST INCIDENTS

- a. The appointed service provider shall prepare a labour unrest plan prior to the contract starting with clear details of actions to be taken, time frames, total security officers, procedures regarding striking employees etc.
- b. The appointed service provider must implement the labour unrest plan to ensure the continuation of the security services during all labour unrest incidents, civilian disorder, a local or a national disaster or any other cause.
- c. In the event of strike action/unrest being embarked upon by the security officers of the appointed service provider, the appointed service provider will immediately advise the DLRRD of the strike action.
- d. In the event whereby the private security industry is embarking on a strike, the security officers of the appointed service provider will not be allowed onto the sites of the DLRRD for any purpose other than the rendering of security services in terms of the contract.
- e. The appointed service provider shall be responsible for the removal of any of its employees from the sites of the DLRRD and the costs thereof.
- f. The appointed service provider shall immediately replace any striking security officers with suitably qualified security officials so that the operations of the DLRRD are not disrupted in anyway.
- g. Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the appointed service provider.
- h. Failure to comply with this provision shall constitute a material breach and the DLRRD shall be entitled to terminate contract with immediate effect.
- i. In the event that DLRRD incurs **losses or damages** as a result of strike action, unrest, or non-performance by the service provider's personnel, the service provider shall be **fully liable for all such losses or damages**, including any consequential costs or reputational harm.

36. LIABILITY

- a. The appointed service provider will be liable for all damage or loss suffered by the DLRRD as a result of the appointed service provider's own or his/her security officers' negligence or intent, in the execution of duties during the contract.
- b. The DLRRD will not be liable for any loss or damage of whatsoever nature suffered by the appointed service provider and/or the service provider's security officers or contractors; in the execution of this contract.
- c. The DLRRD and its employees are indemnified and held unaccountable by the appointed service provider against all loss or damages of whatsoever nature and whosoever arising.

37. BREACHES AND PENALTIES

- a. Subject to the DLRRD's right to exercise any of its remedies it has in terms of the contract, the DLRRD will have the right to impose the penalties in the instances set out below:

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence.	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion.
Failure to report to DLRRD of any security incident/breach immediately.	Full shift payment (hourly rate x 12) per day .
Failure to submit the incident report within 8-12 hours.	
Failure to submit the preliminary investigation report within 7-10 days.	
Failure to submit a comprehensive investigation report within 14 - 21 days.	
Incomplete or incorrect uniform or part thereof.	R1 000 per shift, per security official.
Use of official state vehicle for any reason whatsoever (Including hired vehicles)	R10 000.
Absence of or incorrect pocketbook.	R200 per shift, per security official.
Absence of/or defective Identity card and/or PSIRA card (writing illegible or card broken).	
Absence of/or defective Base radio/radio link (including problems related to aerials, any communication system).	R 2000 per shift, per site.
Absence of/or defective flashlight.	R 1000 per shift.
Gender posting insufficient or not balanced in terms of site requirements and security risk exposure	
Absence of/or defective hand radio (including depleted/defective batteries).	R 1000 per shift.
Security register (absence of/or incorrectly completed).	Full shift payment (hourly rate x 12).
None and short posting of security officers.	
Desertion of post.	
Misrepresentation of information.	
Misconduct (any offence contained in the service providers or PSIRA code of conduct).	

ITEM	PENALTY
Sleeping on duty.	
Failure to conduct any of the required 1 st level and all 2 nd level inspections (1 penalty per inspection not conducted).	
Deployment of security officers without prior induction and screening by the Department.	
Posted officers who are not inducted by the service provider.	
Defective equipment.	
Absence of required equipment (Security tools of trade).	
Officers working long hours without a relief i.e 12 hours or more.	
Dereliction of duty.	
Making use of a cell phone whilst on duty.	
Security officers found reading newspaper or other non-work-related documents on duty.	
Eating on duty (at post).	
Posted officers who do not hold the correct PSIRA grade for their assigned duties or whose PSIRA has expired.	Full shift payment (hourly rate x 12).
An off - site supervisor committing any of the above-mentioned penalties.	R1 000 per penalty.
Failure to establish a control room within the specified timeframe.	R5 000 per week.
Failure to implement the patrol system within the specified timeframe, 30 days	R2 500 per week.
Failure to implement electronic occurrence book within the specified timeframe, 30 days	R2 500 per week.
Failure to pay statutory contributions/deductions in terms of the NBCPSS collective agreement within specified timeframe as agreed	Termination 3 x month notice
Failure to back pay the statutory increase within the specified timeframe as agreed	R3000 per month
Failure to provide guard house within the specific time frame of 60 days	R3000 per month

- b. Security officers must render the security guarding services as required by the DLRRD. Should it be determined that during the term of this contract security personnel of a lower grade or no training at all were provided. This may be regarded as a material breach of the contract which could lead to the termination of the contract.

38. TERMINATION CLAUSES

38.1 Conditions for Contract Termination:

The Department reserves the right to terminate the contract either with immediate effect or by providing no less than 14 (fourteen) calendar days' written notice, subject to the severity of the breach."

38.2 Material Breach of Contract

The following shall constitute material breaches:

- a) Repeated failure to meet Service Level Agreement (SLA) requirements e.g. 3 or more instances of non-compliance in any calendar month).
- b) Deployment of security personnel who are unqualified, unscreened, or not registered with the appropriate regulatory authority.
- c) Failure to report incidents or security breaches timeously.
- d) Acts of gross misconduct by guards or supervisory personnel.

38.3 Non-compliance with applicable legislative and regulatory obligations including but not limited to the provisions of PSIRA, Labour Laws, NBCPSS, PSSPF and Affinity. This includes:

- a) Under payments of security officers not in line with PSIRA rates.
- b) Failure to deduct or remit statutory contributions in accordance with the NBCPSS collective agreement,
- c) Continued non-compliance after two formal written request and failure to implement corrective action plans.

39. Non-Performance

- a) Failure to provide agreed guarding services consistently and reliably.
- b) Inadequate supervision or management oversight.
- c) Persistent poor service delivery despite written warnings.

40. Fraud or Misrepresentation

- a) Submission of fraudulent reports, attendance registers, invoices, or qualification documents.
- b) Misrepresentation of the service providers capacity, capabilities, or qualifications.

41. Financial Instability

- a) Liquidation, insolvency, or business rescue proceedings against the service provider.
- b) Failure to pay security personnel timeously for three or more consecutive months.
- c) Failure to pay security officers statutory increase within three months of the agreed implementation date.

a. Breach of Confidentiality

- a) Any unauthorised disclosure of departments confidential or sensitive information shall constitute grounds for immediate termination.

b. Mutual Agreement

- The contract may be terminated at any time by mutual written agreement, with both parties agreeing to an effective termination date within 30 calendar days of such agreement. In the absence of mutual agreement, termination shall proceed under the applicable notice provisions of clause 29.1 or 29.7.”

c. Notice Period

- Either party may terminate the contract by providing (90) days' written notice, unless otherwise specified herein,
- In cases of serious breach as, define under clause 29.1 through 29.6 termination may be effected immediately and without any obligation for compensation to the Service Provider.

d. Exit Plan and Transition Arrangements

- To ensure continuity and avoid security gaps, the outgoing service provider must:
 - i. Handover Reports
 - Submit final deployment schedule, incident logs, and reports.
 - Provide a full inventory of equipment on site (if provided by client).
 - ii. Final De-briefing
 - Conduct an exit meeting with the client for briefing and evaluation.
 - Return all client-owned assets (keys, radios, access cards, etc.).
 - iii. Guard Withdrawal
 - Ensure orderly withdrawal of all deployed personnel from all sites.
 - Replacement must not disrupt site security or operations.
 - iv. Support Transition
 - Cooperate fully with the incoming service provider during the transition phase (minimum 5 working days overlap if necessary).

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.

7 Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

[illegible]

2.2 Do you, or any person connected with the bidder, have a relationship

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

2 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. with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned,

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any

- competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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.

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

8 DEFINITIONS

“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;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

“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;

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

“Historically Disadvantaged individuals” means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

Before 27 April 1994; or

On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

D GENERAL CONDITIONS

2.1 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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

2.3 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.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 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.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

3. **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

5. **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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 (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
Specific goal: Locality (Gauteng V. Province)	3		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

• **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

• **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

• **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest 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 points is allocated for price on the following basis:

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- Definitions
- Application
- General
- Standards
- Use of contract documents and information; inspection
- Patent rights
- Performance security
- Inspections, tests and analysis
- Packing
- Delivery and documents
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- Settlement of disputes
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- Governing language
- Applicable law
- Notices
- Taxes and duties
- National Industrial Participation Programme (NIPP)
- Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

	1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>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</p>
• Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
• Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p>
• Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
• Performance	7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (J) 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
 - (K) 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.

**• Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

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

(KK) services

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

- (JJJ) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (KKK) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (LLL) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (MMM) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

4. 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.

5. 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.

6. 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.

7. Assignment

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

8. 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.

9. 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.

(c) Termination for default

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

6. 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;
7. if the Supplier fails to perform any other obligation(s) under the contract; or
8. 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:

7. the name and address of the supplier and / or person restricted by the purchaser;
8. the date of commencement of the restriction
9. the period of restriction; and
10. 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.

2 Anti-dumping and countervailing duties and rights

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

Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>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.</p>
v) Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
vi) Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
(f) Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p>

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<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>
32. Taxes and duties	<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>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

Js General Conditions of Contract (revised July 2010)

Name of the bidder:

Signature of the Bidder

Date: