



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT

BID NUMBER:	DID06/07/2022	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	PROVISION OF SECURITY (GUARDING) SERVICES FOR THE IMMOVABLE PROPERTIES AT HEAD OFFICE AND REGIONAL OFFICES AS OUTLINED ON BEHALF OF GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT FOR A PERIOD FOR 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

Corner House Building

Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)

Johannesburg

Marshalltown

2017

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			

CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
	NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PERSON	Frank Moliya
CONTACT PERSON	James Dingalo	TELEPHONE NUMBER	Not applicable
TELEPHONE NUMBER	Not applicable	FACSIMILE NUMBER	Not applicable
FACSIMILE NUMBER	Not applicable	E-MAIL ADDRESS	Frank.moliya@gauteng.gov.za
E-MAIL ADDRESS	James.dingalo@gauteng.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
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-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)?
*YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

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.

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100



1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not

claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts.
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person.
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>

Any QSE		
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9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the

purchaser that the claims are correct.

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum 100 % threshold</u>
Security Uniform	100%
Security aids	100%
Security Boots/shoes	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
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Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

TENDER: SECURITY SERVICES

TENDER NO: DID 06/07/2022

**TERMS OF REFERENCE FOR THE PROVISION
OF SECURITY (GUARDING) SERVICES FOR
THE HEAD OFFICE AND REGIONAL OFFICES
AS OUTLINED ON BEHALF OF GAUTENG
DEPARTMENT OF INFRASTRUCTURE
DEVELOPMENT FOR A PERIOD OF 36
MONTHS**

1. PURPOSE

The purpose of this document is to present the Terms of Reference for the appointment of a Service Provider for the provision of security (guarding) services for the Head Office and Regional Offices as outlined on behalf of Gauteng Department of Infrastructure Development for a period of 36 months.

1. BACKGROUND

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

3. DURATION AND CONDITIONS OF THE TENDER

3.1 Duration:

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

4. CONDITIONS OF A CONTRACT

- 4.1. The Contractor and his/her employees must sign a "Declaration of Secrecy" before commencement of services.
- 4.2. For the purpose of this Contract, the Contractor must make use of Category "B" AND "C" Security Officers, as defined in the Wage Act and Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- 4.3 All security officers must be registered as Security Officers in terms of sections 10(1) (b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- 4.4. All security officers must be trained according to the training specifications as prescribed by the Private Security Industry Regulatory Authority ("the PSIRA").
- 4.5. The contractor shall, in order to ensure the continuity of the service, in the application of the

security measures, allocate specific personnel for the service on the site, keeping in mind that rotation from time to time, of the security personnel is a healthy and needy measure.

4.6. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned

4.7. All possible steps must be taken by the Contractor to ensure the correct intended execution of this Agreement will take place

4.8. The prospective contractor may be required to absorb or retain the current workforce (security officers) in the Department.

5. PRE- QUALIFICATION /SPECIFIC TENDER REQUIREMENTS

5.1. The pre-qualifying criteria objective is to advance certain designated groups that meet the specific tendering conditions: -

(a) A tenderer having a minimum B-BBEE status level of contribution of Level: 1,2 or 3 ONLY with a SANAS accredited valid BBBEE certificate original sworn affidavit not older than 12 months.;

(b) A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated SANAS accredited B-BBEE Status Level Verification Certificate for every separate tender in order to claim the preference points.

- **A tenderer who fails to meet the pre-qualifying criteria stipulated in the tender documents is an unresponsive tenderer as stipulated in the PPPF Act 2017, (Act No.5 of 2000): Government Gazette No.40553**
- **Service Providers who meet the specified pre-qualification will be further evaluated in line with the 90/10- or 80/20-points scoring system (Only if the estimated price is close to R50 Million) method as per the PPPF Act.**

NB: COMPULSORY SITE BRIEFING @ Tulisa Park Region DID regional office (-CNR Tennyson Drive & Elgar Place Tulisa Park) on 24 November 2022 at 11h00 am.

6. MANDATORY BID REQUIREMENTS

Each bidder will be evaluated by a panel based on compliance with requirements and submission of required documents as indicated in the table below.

Proof of registration with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid.

Please mark with a cross in the relevant block where applicable.

6.1 Documents required	Comply	Do not comply	Comments
6.1.1 Valid copy of Private Security Industry Regulatory Authority certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014			
6.1.2 Letter of good standing not older than three (3) months from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation			
6.1.3 Valid copy of Private Security Industry Regulatory Authority Certificates for all Members and Directors of the Company and/or Close Corporation registered with PSIRA as Grade A Security service provider(s) (Submit certified copy of the original document) (s) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.			
6.1.4 Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour in the name of the Company and/or Close Corporation.			
6.1.5 Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company and/or Close Corporation			
6.1.6 Proof of insurance (Valid Public liability cover) to the amount of 5 (five) million rand in the name of the Company and/or Close Corporation. A policy document to be provided.			
6.1.7 Submit copy of a valid Private Security Sector Provident Fund (PSSPF) registration not older than 3 months.			

7. MANDATORY RETURNABLE DOCUMENTS

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

- 7.1 Completion and submission of all Bid Documents and Pricing Schedules; SBD Form 1, 3.1, 4 and 6.2
- 7.2 All the Standard Bidding Documents must be completed in full by the Bidders. (There should be no blank spaces, where information is not applicable the bidder must indicate as such).
- 7.3 The form of offer (SBD1 page 2) must reflect the total bid price inclusive of VAT and all disbursements.
- 7.4 Copy of a valid Unemployment Insurance Fund (UIF)
- 7.5 Copy of a valid Compensation of Injury Diseases Act (COIDA)
- 7.6 Copy of valid Company Registration with PSIRA
- 7.7 Copy of a valid Provident Fund
- 7.8 Copy/s of a valid Company Owner/s Registration with PSIRA
- 7.9 Copy of a valid Letter of Good Standing from PSIRA
- 7.10 Copy of a valid Private Security Sector Provident Fund (PSSPF)
- 7.11 The use of correction fluid (Tippex) when correcting errors on SBD forms is prohibited; strike through the error, correct it and initial the corrections
- 7.12 In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached.
- 7.13 Proposals submitted after the stipulated closing time and date will not be accepted.
- 7.14 The bidder must submit proof of ownership/ leased branded 3 vehicles with fitted signalling lights fitted on top (Photos as proof)
- 7.15. The bidder must submit proof of the guard's uniform both corporate and combat (Photos as proof)
- 7.16 The bidder must submit proof of tools of trade in a form of handheld radios/cellular phones, batons, torches, hand cuffs to mention but a least. (Photos as proof)
- 7.17 Submit CV and PSIRA registration of Grade C with a minimum of 4 years' experience, **the number of CV and Guards must be equal to the number of Guards tendered for in the pricing schedule.**

8. OTHER ADMINISTRATIVE REQUIREMENTS

These documents are not for evaluation purposes

- Valid Tax Clearance status or PIN to allow 3rd. party access should be enclosed in proposals.
- Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached).
- Copies of the company registration documents (CIPC).
- Certified copies of Directors/ Shareholders' IDs.
- Detailed company profile.

Tenderers shall provide DID with the following information:

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

DID shall penalize the appointed bidder on a site where negligence is caused by the contractor.

9. APPLICABLE ACTS AND REGULATIONS

- Constitution of the Republic of South Africa 1996 (Act 106 of 1996)
- Protection of Information Act, 1982 (Act no. 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act no. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act no. 3 of 2000)
- Criminal Procedure Act, 1977 (Act 51 of 1977)
- Occupational Health and Safety Act, 1993 (Act no. 85 of 1993)
- Private Security Industry Regulations Act, 2001 (Act no. 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- Trespass Act, 1959 (Act no. 6 of 1959)
- Information Act, 2002 (Act no. 70 of 2002)
- Labour Relations Act, 1995 (Act 66 of 1995)
- Employment Equity Act, 1998 (Act no. 55 of 1998)
- Minimum Information Security Standards (MISS), 1996
- Fire-Arm Control Act, (Act 60 of 200) as amended
- Minimum Physical Security Standards (MPSS), 2009
- Animal Protection Act 71 of 1962
- The Arms and Ammunition Act (Act 75 of 1969) as amended
- Electronic Communications Security Act, (Act 68

10. OPERATIONAL REQUIREMENTS

10.1 SPECIFICATION

DID requires physical security (guarding) services at various sites for a period of thirty-six (36) months, 24 hours per day

THE DEPARTMENT RESERVES ITS DISCRETIONARY RIGHT TO AWARD A MAXIMUM OF TWO SITES PER BIDDER

THE DEPARTMENT RESERVES THE RIGHT TO INCREASE OR DECREASE WORK ON AS WHEN REQUIRED

- **The objective criteria as contemplated in section 2(1)(f) of the PPPFA**
- **The bidder with the highest score will be considered first.**
- **The Department will use the rotation of contracts amongst bidders in line with the Job spread procedures as outlined in the Departmental Supply Chain Policy.**

10.2 COMPULSORY INSPECTION OF THE OFFICES

DID will conduct physical inspections at offices of potential bidders to determine existence and validity of information regarding the control room supplied in the tender documents.

11. PERSONNEL

The Service Provider must provide the security personnel required for the successful rendering of the service, as follows:

- Grade C; Male and Female Security Officers to execute access control patrols around premises.
- Supervisors for the supervision of the sites. Management Directors, Owners and Members (Security Officers Grade A and B) will exercise direct control over all Security Officers. Under no circumstance shall the Service Provider deploy illegal foreign Nationals at DID premises,
- appointment of foreign security service providers is also prohibited for security reasons. If DID establish that illegal foreign nationals are employed with and/or form part of the service rendered at its premises, the service will be terminated with immediate effect. The appointed service provider must conduct background checks through an independent,
- **accredited verification agency, at own cost within a month after commencement of the contract and provide reports to DID. Failure to comply will result in non-compliance which lead to termination of the contract.**

12 PERSONNEL COMPETENCIES

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

12.1 Technical and Behaviors Skills

- 12.1.1 Trained and accredited (according to the Grade as specified in the PSIRA Act);
- 12.1.2 Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles);
- 12.1.3 Guarding and patrolling (ISO Standards);
- 12.1.4 Report writing
- 12.1.5 Search procedures (as specified in the relevant Act);
- 12.1.6 Gathering of relevant information and establish facts; and
- 12.1.7 First aid and firefighting

12.2 Security Officers: (Grade C)

- 12.2.1 Security Officers must have at least Grade 10/ and/or equivalent qualification;
- 12.2.2 Security Officers must be able to communicate, read and write in English and/or commonly spoken language of the respective area;
- 12.2.3 Security Officers may not be younger than 18 years of age, unless otherwise specified in any legislation.
- 12.2.4 Security Officers must have knowledge of Occupational Health and Safety Act (OHSA).
- 12.2.5 Security Officers must be adequately trained in security procedures, fire equipment, customer service, use of all security related equipment such as walk-through metal detectors, hand held metal detectors, X-ray machines, searching, radio communication and handling of the National Flag,
- 12.2.6 Security Officers must be registered with Private Security Industry Regulatory Authority, proof of which must be supplied on request; and
- 12.2.7 Security Officers must have undergone customer relations training.

12.3 Leadership Skills

- 12.3.1 Ability to lead and provide direction,
- 12.3.2 Alert and observant,
- 12.3.3 Problem solving,
- 12.3.4 Communication skills (written and verbal),
- 12.3.5 Conflict resolution,

12.4 Management skills

- 12.4.1 Understand and apply general management principles;
- 12.4.2 Identify competencies required to support organizational development;
- 12.4.3 Ensure the provision of adequate training and support as required
- 12.4.4 Provide constructive feedback;
- 12.4.5 Provide mentoring and/or coaching to support organizational development;
- 12.4.6 Encourage learning and development;
- 12.4.7 Possess effective communication and interpersonal skills to build effective
- 12.4.8 Ability to identify and evaluate team dynamics and respond to interpersonal
- 12.4.9 Interact sensitively, effectively and appropriately with persons of diverse cultural backgrounds.

13. DUTIES OF PERSONNEL ON SITE

13.1 Duties of Security Officers:

- 13.1.1 Perform Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) at DID sites.
- 13.1.2 Perform routine patrol in order to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 13.1.3 Protect the state property on the site against theft, fire, vandalism armed attack, hostage and any acts of criminality that may be detrimental to DID.
- 13.1.4 Protect officials, visitors and clients against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- 13.1.5 Controlling or reporting of the movement of suspicious persons or vehicles through and around the premises.
- 13.1.6 Vehicle entrances - Control the flow of vehicles into and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery and administration vehicles are allowed through these entrances and proper records of all vehicle movements are to be

maintained and be readily available for inspection by the DID.

13.1.7. Hawkers at DID premises are prohibited

13.1.8 React to any kind of emergency situations within the premises.

13.1.10 Ensure that security registers are always kept neat.

13.1.11 The agreed number of Security Officers must always be deployed, 24 hours a day, seven days per week.

13.1.12 Report to DID Security Management any unsafe act that is likely to endanger lives, safety and wellbeing of DID's personnel, visitors, contractors and clients visiting the premises.

13.2 Duties of security supervisors

13.2.1 Provide supervision of Security Officers on duty.

13.2.2 Inspect Security Officers at the commencement of each shift.

13.2.3 Provide written reports to DID Security Management when needed.

13.2.4 Comply with all lawful instruction issued by DID Security Management in the interest of safety and security.

13.2.5 Report to DID Security Management any breaches or unsafe act that is likely to endanger lives, safety and wellbeing of DID's personnel, visitors, contractors and clients visiting the premises.

13.2.6 The Company is expected to provide DID with a Supervisor.

13.2.7 Handle all problems experienced by the security personnel on site.

13.2.8 Attend to all problems of Security Officers such as payments, etc.

13.2.9 Ensure that there is always security equipment required on site e.g. two-way radio etc.

13.2.10 Be involved in any security operational projects and manage special events from security point of view.

13.2.11 Make initiatives to the improvement of security in general.

13.2.12 Ensure that registers are clean, neat and always tidy.

13.2.13 Ensure that Security Officers are always in their corporate uniform and display their PSIRA

registration cards.

13.2.14 Ensure that all security staff understands the needs and expectation of the clients of DID.

13.2.15 Ensure that all security staff understands the principle of Batho Pele and apply them throughout.

13.2.16 Ensure that Officers report on duty in a stable and super mind.

13.2.17 Under no circumstance shall a Security Officer be allowed to work for more than 12 hours shift a day.

13.2.18 The Supervisor shall always make available a duty roster for all Security Officers on site.

13.3. Key Obligations:

Whilst performing access and egress control, the service provider shall ensure that:

13.3.1 No property of DID is removed from the premises without a proper authorization, by relevant manager a person delegated by the management of DID.

13.3.2 No official vehicle of DID may be moved from the premises without a valid and approved trip authorization form issued by a delegated person. A copy of the approved trip authorization form must be requested from the authorized driver and be kept for control purposes; and

13.3.3 No dangerous weapons (firearms, knives etc.) should be brought into DID premises.

13.3.4 Any dangerous object declared must be handed to a Security Officer for safe keeping in a locked firearm safe.

13.3.5 If no secure storage facilities are available, the owner of the dangerous weapon/ object must be referred to the nearest South African Police Service (SAPS) station for safekeeping of such object.

13.3.6. Under no circumstances will any security personnel be allowed to trade on the premises.

13.4 Roaming Patrol Duties (Premises)

13.4.1 Roaming patrol duties shall be conducted in the premises for the purpose of detecting any intrusion and/or general observation of the premises. Roaming patrols are to be supported by the reaction unit during emergencies.

13.4.2 The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.

13.4.3 Patrols are to be carried out to identify, report and respond to irregularities observed. All such incidents are to be properly recorded in pocketbooks and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register.

13.4.4 Patrolling routes are to be established and followed as instructed by the DID. The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the

entire contracted area including the external perimeters and sidewalks;

- 13.4.5 Emergencies: the service provider shall assist DID with development, practicing, implementation and deployment of the emergency planning and event management (e.g. evacuations procedures and other official functions). In the event of an emergency, Manager/Representative must be informed immediately even after hours.

14. LABOUR UNREST INCIDENTS

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

14.1 Labour unrest at the premises/site:

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, local, national disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on the methods that will be used to ensure continuation of the security service;

- 14.2 When the service is interrupted because of labour unrest or labour dispute by the Security Officers of the service provider, DID will have the right to terminate the contract immediately and/or obtain the services of another Security service provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that DID may have; and

- 14.3 DID reserves the right to require from the service provider without furnishing any reasons, that any of his/her employees be replaced, in which case, the employee must leave the site immediately. DID will not be held liable for any damages or claims, which may arise because of this and is indemnified by the service provider against any such claims and legal expenses.

15. JOB DESCRIPTION

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

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

Quarters.

16. Code of Conduct for Supervisors and Security Officers

- 16.1 They must present an acceptable image/appearance, which implies, *inter alia*, that they may not sit, lounge about, smoke, read any magazines or newspapers, eat, or drink whilst attending to clients.
- 16.2 They must not use cell phones (chatting) and earphones whilst performing official duty;
- 16.3 They must always present a dedicated attitude/approach to security, which attitude/approach shall imply *inter alia*, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 16.4 They must be physically and mentally fit for the execution of their duties;
- 16.5 They must be neatly dressed and in full uniform during the performance of their duties
- 16.6 Personal hygiene must always be maintained;
- 16.7 They must not consume alcohol or take any illegal substance that is intoxicating whilst on duty and/or before reporting for duty;
- 16.8 They must sign an undertaking and declare that they will refrain from any action which might be to the detriment of DID.
- 16.9 They are prohibited to at their own discretion, read documents or records in offices of DID other than those in their line of duty or for the necessary handling thereof.

17. UNIFORM

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

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

18. REGISTERS

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

18.1 Visitors register

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

18.2 Pocket book

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

18.3 Staff after hours register

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

18.4 Equipment / removal permit / private items register

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

18.5 Occurrence book

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

18.6 Firearm register

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

18.7 Official vehicle register

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

18.8 Private and delivery vehicles register

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

18.9 Lost and found items register

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

18.10 Information register

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

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

19. WAGES AND SALARIES

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

20. GENERAL REQUIREMENTS

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

21. OATH OF SECRECY AND VETTING

21.1 All security personnel as well as all personnel and Management involved with DID shall at the

commencement of this agreement sign an “Oath of Secrecy” declaration and submit the declaration to the Director: Security Management. 5.1.3 Valid Private Security Industry Regulatory Authority Certificates for all Members and Directors of the Company and/or Close Corporation registered with PSIRA as Grade **B Security service provider(s) (Submit certified copy of the original document) (s)** as per the **Industry Circular** dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.

- 21.2 Site Manager, Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of DID and the State in general.
- 21.3 No information concerning the State activities may be furnished to the members of the public or media by the contractor or any of his/her employees.
- 21.4 The Department retains the right to ascertain from PSIRA as to whether the Site Manager, Supervisors and Security Officers are in good standing with the PSIRA

22. CONTACT WITH DEPARTMENTAL REPRESENTATIVE

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

23. PRICING SCHEDULE FOR GUARDING AND SERVICES

- 23.1 It must be noted that the bid price must be inclusive of all costs including Value Added Tax (**VAT**).
- 23.2 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for the duration of the contract.

24. PAYMENTS

PRO-RATA DECREASE OF PAYMENT (General Conditions of Contract (GCC),

- 24.1 It must be noted that the Department of Infrastructure Development only pay for the service rendered and no advance payments shall be made by DID.
- 24.2 Payment for the services rendered shall be made directly into the service providers' bank account, within thirty (30) days after receipt of the original invoice.
- 24.3 All amounts payable in terms of this agreement shall be inclusive of VAT. The service provider shall provide DID with proof of registration as VAT Vendor.
- 24.4 If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust payment pro-rata.
Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach or failure to comply unless DID has agreed to such condemnation, waiving or non-fulfilment to in writing.

25. TERMINATION OF SERVICE

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

26. EVALUATION CRITERIA

The evaluation of bids shall be based on the 90/10 or 80/20 B-BBEE principle and the point of evaluation criteria are as follows:

Price points	80
Preferential points/ B-BBEE	20
Total	100 points

26.1 The bid will be evaluated on 3 dimensions

26.2 Administrative

26.3 Functionality

26.4 Price and B-BBEE Status Level

26.5 DID Committee will evaluate the proposal received according to a set of evaluation criteria;

26.6 Bidders that fail to acquire minimum 80% points; required for further evaluation in respect of functionality compliance as prescribed in preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000); will be regarded as non - responsive and will not be evaluated further;

26.7 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria;

27. TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Functionality	
Minimum Functionality	65 Points
Maximum Functionality	100 Points

Main functionality criteria:	Sub criteria:	Points allocation for sub-criteria:
1. Company Experience: Reference letters submitted should have a letter head of the Organisation in which security services was rendered Reference letters submitted should be signed by the Authorized member of the Entity.	<p>The services provider should attach references (appointment letters and their corresponding referral letters) for the entities in which security services were rendered.</p> <p>Submission of 10 appointment letters and referral letters or more = 40 Points</p> <p>Submission of 8 to 9 appointment letters and referral letters = 32 Points</p> <p>Submission of 6 to 7 appointment letters and referral letters = 24 Points</p> <p>Submission of 4 to 5 appointment letters and referral letters = 16 Points</p> <p>Submission of 1 to 3 appointment letters and referral letters = 8 Points</p> <p>No submission of referral letters = 0 Points</p>	40
2. Key Staff Experience	<p>The supervisors/ site manager should be at Grade B level, PSIRA registered and five (5) years' experience in the security industry postdate of registration (Bidders should submit the PSIRA Registration certificates as proof of registration and experience).</p> <p>5 or more years of experience = 30 Points</p> <p>4 years' experience = 24 Points</p> <p>3 years' experience = 18 Points</p> <p>2 years' experience = 12 Points</p> <p>1 years' experience = 6 Points</p> <p>No experience = 0 Point</p>	30

3. Project Implementation or Operational Plan	<p>Operational plan that includes, timelines, resources, posting method, emergency contingencies and training of guards and training of guards = 20 Points</p> <p>Operational plan that only includes: timelines, resources, posting method and emergency contingencies = 16 Points</p> <p>Operational plan that only includes timelines, resources and posting method = 12 Points</p> <p>Operational plan that only includes: timelines, and resources = 8 Points</p> <p>Operational plan that only includes: Company organogram = 4 Points</p> <p>No Operational Plan = 0 Points</p>	20
4. Gauteng based office space	<p>Proof in the form municipality rates and taxes statement must be attached. Alternatively, a letter of intent to establish an office in Gauteng must be submitted or Lease agreement = 10 Points</p> <p>No submission of proof in the form of municipality rates and taxes statement or letter of intent to establish an office in Gauteng = 0 Point</p>	10
MINIMUM THRESHOLD		65
TOTAL POINTS		100

TOTAL SCORE OF EVALUATION CRITERIA	100 Points
MINIMUM THRESHOLD SCORE FOR ALL EVALUATION CRITERIA	65 Points

Scores are allocated according to a value matrix ranging from 0 to 5 of which 0 is the lowest score that can be obtained and 5 the highest.

The minimum qualifying score for functionality is indicated as a percentage and is calculated as follows:

- a) The score for each criterion is added to obtain the total score; and
- b) The following formula is used to convert the total score to a percentage for functionality:
$$Ps = \frac{So}{Ms} \times 100$$

Where:

Ps = Percentage scored for functionality by bid under consideration

So = Total score of bid under consideration

Ms = Maximum possible score

The percentage of each panel member is added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

29. SUPPLIER PERFORMANCE MONITORING

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

29.1 SECURITY MANAGEMENT SITE MONITORING PROCEDURES

Purpose

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

The following aspects of security are inspected/verified.

Complement:

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

Equipment:

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

Hours of Duty:

06: 00 – 18: 00 (Mon – Sun)

18: 00 – 06: 00 (Mon – Sun)

Objectives

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

Security Officer

Security officers taking over the new shift should report in the OB on site. Even those knocking off should sign the OB

Handing over of site should be conducted prior to knocking off. Initial perimeter patrol should be carried out around the premises and situation report be written in OB. All other relevant procedures will be followed.

Access/Egress control: Entrances

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

Patrols

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

Reports

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

Dayshift

- Ensure that all visitors complete the access register before access is permitted.
- The access register/visitor register should always be completed by the visitor.
- All assets and equipment (laptops etc.) must be declared and recorded in the Declaration of Private Property Document.
- No equipment and/ Departmental assets leave without the gate clearance or authorization by the manager/senior official in the premises. The senior official must sign the OB for confirmation if gate clearance is not available.
- Pedestrians will use separate register, which differ from vehicle register.
- Declaration of private property register should be given to visitors to declare their private properties.
- Ensure that all people and vehicles are searched on entering the premises. The Departmental/official vehicles should be verified on trip authority and be checked when leaving and entering the premises. The condition of the vehicles should be entered in the OB on entering the premises.
- Ensure that there are no hawkers/vagrants allowed on the premises.
- Ensure that there are only security personnel at the guardhouse.
- Ensure that all incidents are recorded in the OB and at the control room via the radio.
- Ensure that patrols are conducted timeously and even on public holidays.
- Visitors are not allowed to park in the premises.
- Members of the police, Traffic or SANDF shall not be subjected to searches upon entering of the premises. (When wearing uniform)
- Anyone in possession of firearm who alleges to be a SAPS member shall only be authorized to enter the building with firearm once he has produced a reasonable proof (appointment card). Should such a person refuse to produce evidence, he shall not be allowed entrance in to the premises.
- Ensure that no illegal/dangerous weapon enters the premises.
- All deliveries must be verified, and the delivery notes must be signed by the relevant manager upon delivery.
- All contractors are responsible for their own equipment while on site.
- Public members/ media people are not allowed to take pictures without proper authorization in the building.

Nightshift

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

29.2 RECEPTION AREA

Scanner (Security X Ray)

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

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

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

The following equipment's should be utilized on site:

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

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

29.3 THE GUARDS

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

29.4 SECURITY OFFICERS MUST NOT:

- Report on duty under the influence of alcohol.
- Neither bring liquor on site whilst on duty.
- Run errands for DID employees or visitors.
- Socialize with DID employees whilst on/off duty or entertaining guest on site
- Wash vehicles belonging to DID employees or visitors, at any time.
- Leave the post until properly relieved and proper hand over has been completed.
- Sleep on duty.
- Make fire on any part of the site.
- Operate any form of the business on the site.
- Allow strangers or friend to sleep on any part of the site.
- Allow anyone to put posters or stickers inside or on the exterior walls.
- Leave the site to visit the shops without a reliever.
- Allow people to loiter in the public areas.
- Eat or smoke publicly in the building.
- Sit on any object, except a chair, or lay against the walls.
- Security officers must not engage in any form of corruption with DID employees.
- Security officers must not keep parcels of the public at the entrances.
- Accept any form of gifts from the DID staff and public members.
- Read newspaper \ magazine while on their post

30. CONTACT PERSONS

GENERAL ENQUIRIES RELATING TO THIS BID MAY BE DIRECTED TO:

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

Mr. James Dingalo

E-mail address: james.dingalo@gauteng.gov.za

TECHNICAL QUERIES MAY BE DIRECTED TO:

Mr. Frank Moliya

E-Mail address: frank.moliya@gauteng.gov.za

31. ACCEPTANCE OF TERMS AND CONDITIONS

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

.....

Bidder's Name & Surname:

Designation

Signature of Bidder:

Date:

Signature of the Witness

Date

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

PRICING SCHEDULE

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/UNIT PRICE	TOTAL PRICE PER 1st YEAR	TOTAL PRICE 2nd YEAR	TOTAL FOR 36 MONTHS
1.	CORNER HOUSE BUILDING	DAY SHIFT GRADE C	15				
		NIGHT SHIFT GRADE C	6				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	4				
		RADIOS	6				
		HAND CUFFS	4				
		BATON STICKS	4				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRICE	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
2.	UNDER CORNER HOUSE CLUSTER OLD BANK OF LISBON	DAY SHIFT GRADE C	4				
		NIGHT SHIFT GRADE C	4				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	3				
		RADIOS	2				
		HAND CUFFS	2				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
3.	UNDER CORNER HOUSE CLUSTER	DAY SHIFT GRADE C	9				
		NIGHT SHIFT GRADE C	9				
		GUARD HOUSE	1				
		DOG AND DOG HANDLER	1				
		TORCHES	6				
		RADIOS	6				
		HAND CUFFS	6				
		BATON STICKS	6				

SUB TOTAL FOR ALL AREAS UNDER CATEGORY A	SUB-TOTAL	
	VAT 15%	
	TOTAL (A)	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
4.	UNDER CORNER HOUSE CLUSTER MAYIBUYE CLINIC	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		TORCHES	2				
		RADIOS	2				
		HAND CUFFS	2				
		BATON STICKS	2				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
5.	ABSA BUILDING	DAY SHIFT GRADE C	2				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		TORCHES	2				
		RADIOS	2				
		HAND CUFFS	2				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
6.	UNDER CORNER ABSA BUILDING CLUSTER KOPANONG HOSPITAL	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B	1				
		TORCHES	2				
		RADIOS	2				
		HAND CUFFS	2				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
7.	UNDER ABSA BUILDING CLUSTER KHUTSONG SOUTH CLINIC	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B	1				
		TORCHES	2				
		RADIOS	2				
		HAND CUFFS	2				
		BATON STICKS	2				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
8.	IMPOPHOMA HOUSE 18 RISSIK STREET	DAY SHIFT GRADE C	12				
		NIGHT SHIFT GRADE C	5				
		SUPERVISOR GRADE B	1				
		TORCHES	4				
		RADIOS	6				
		HAND CUFFS	4				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
9.	UNDER IMPOPHOMA HOUSE BARA MAINTENANCE BOILER HOUSE	DAY SHIFT GRADE C	4				
		NIGHT SHIFT GRADE C	4				
		TORCHES	2				
		RADIOS	2				
		BATON STICKS	2				
		HAND CUFFS					

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No .	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
10.	11 DIAGONAL STREET	DAY SHIFT GRADE C	7				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
11.	UNDER 11 DIAGONAL STREET CLUSTER PHILIP MOYO CLINIC	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B	1				
		TORCHES	2				
		RADIOS	2				
		BATON STICKS	2				
		HAND CUFFS	2				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
12.	11 DIAGONAL STREET CLUSTER HILCREST PRIMARY SCHOOL	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B	1				
		TORCHES	2				
		RADIOS	2				
		BATON STICKS	2				
		HAND CUFFS	2				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
13.	GARANKUWA REGIONAL OFFICE	DAY SHIFT GRADE C	6				
		NIGHT SHIFT GRADE C	8				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		DOG AND DOG HANDLER	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/ UNIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
14.	UNDER GARANKUWA CLUSTER SOKHULUMI COMMUNITY CENTRE	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	3				
		RADIOS	2				
		DOG AND DOG HANDLER	1				
		HAND CUFFS	2				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUIRE D	RATE/UNIT PRICE	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
15.	BLOED STREET REGIONAL OFFICE	DAY SHIFT GRADE C	9				
		NIGHT SHIFT GRADE C	7				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUIRE D	RATE/UNIT PRICE	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
16.	SPRINGS REGIONAL OFFICE	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	4				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQ UIRE D	RATE/U NIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
17.	TULISA PARK REGIONAL OFFICE	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	4				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQ UIRE D	RATE/U NIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
18.	UNDER TULISA PARK CLUSTER IGUGU PRIMARY SCHOOL, MOFOLO, SOWETO	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	3				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	3				
		RADIOS	2				
		DOG AND DOG HANDLER	1				
		HAND CUFFS	2				
		BATON STICKS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQ UIRE D	RATE/U NIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
19.	SEDIBENG REGIONAL OFFICE	DAY SHIFT GRADE C	3				
		NIGHT SHIFT GRADE C	4				
		SUPERVISOR GRADE B (DAY SHIFT)	1				
		SUPERVISOR GRADE B (NIGHT SHIFT)	1				
		TORCHES	4				
		RADIOS	6				
		BATON STICKS	4				
		HAND CUFFS	3				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/U NIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
20.	SEDIBENG CLUSTER RUSTER – VAAL SECONDARY SCHOOL	DAY SHIFT GRADE C	5				
		NIGHT SHIFT GRADE C	5				
		TORCHES	2				
		RADIOS	2				
		BATON STICKS	2				
		HAND CUFFS	2				
		DOG AND DOG HANDLER	1				
		GUARD HOUSE					
		MOBILE TOILET					

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

No	SITE NAME	SPECIFICATION	REQUI RED	RATE/U NIT PRIC E	TOTAL PRICE PER 1 st YEAR	TOTAL PRICE 2 nd YEAR	TOTAL FOR 36 MONTHS
21.	UNDER SEDIBENG CLUSTER SEBOKENG DLTC	DAY SHIFT GRADE C	4				
		NIGHT SHIFT GRADE C	4				
		TORCHES	2				
		RADIOS	2				
		BATON STICKS	2				
		HAND CUFFS	2				
		DAY SHIFT GRADE C	2				
		NIGHT SHIFT GRADE C	2				

TOTAL	SUB-TOTAL	
	VAT 15%	
	TOTAL	

KINDLY CARRY OVER IN WRITING YOUR INDIVIDUAL TOTALS PER CLUSTER TO THE SBD 1 FORM ATTACHED

Summary:

Name of the company.....

Signature of the bidder

Address:

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the

country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC

clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out,

the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of them 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services

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

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| 18. Contract Amendments | 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| | 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the |

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him.

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

⊕ the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful 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> <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.</p>
29. Governing Language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
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	<p>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.</p>

Annex D - Case Study 2

Imported Content Declaration - Supporting Schedule to Annex C

D1	Tender No.	DID06/07/2022		
D2	Tender description:	Provision of Security services for the immovable properties at head Office and regional offices as outlined on behalf of Gauteng Department of Infrastructure Development for the period of 36 months		Note: VAT to be excluded from all calculations
D3	Designated Products:	Security Uniform, Security boots/shoes, Security Aids (Torches, radios, handcuffs and Baton sticks).		
D4	Tender Authority:	Gauteng Department of Infrastructure Development		
D5	Tendering Entity name:			
D6	Tender Exchange Rate:	USD		EU <input type="text"/> GBP <input type="text"/>

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Over seas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
						(D11xD12)			(D13+D14+D15)		(D16 xD17)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Over seas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
						(D24xD25)			(D26+D27+D28)		(D29 xD30)
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32)Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Summary

Description of imported content	Unit of measure	Local supplier	Over seas Supp lier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity importe d	Total impo rted value
						(D37xD38)			(D39+D40+D41)		(D42 xD43)
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

Summary of payments

Local value of payments

(D49 x D50)

(D51)