



**employment & labour**

Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

## **MINIMUM SPECIFIED REQUIREMENTS**

**FOR**

**PHYSICAL SECURITY GUARDING SERVICES**

**AT PROVINCIAL OFFICE, 43 Charlotte Maxeke Street, Laboria House  
Bloemfontein.**

**DEPARTMENT OF EMPLOYMENT AND LABOUR  
FSDEL01/2026**

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| <b>NO</b> | <b>DOCUMENTS</b>                                                                                       | <b>CHECKED<br/>(YES/NO)</b> |
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## SECTION A: TECHNICAL SPECIFICATIONS

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### 1. PURPOSE

To appoint a service provider for rendering of physical Security Services at the Department of Employment and Labour at PROVINCIAL OFFICE, 43 Charlotte Maxeke Street, Laboria House Bloemfontein, for a period of 36 months. The primary aim of the security service is to protect people, property and assets from harm while maintaining a safe and orderly environment.

### 2. MANDATE

The Security Services Sub-Directorate is entrusted to provide a safe and secure work environment for all as prescribed in the relevant legislations and directives.

The Free State Provincial Office has identified that there is insufficient capacity in certain areas and no capacity at the Labour Centres, to render proper guarding hence there is a need for the existing services to be augmented through the appointment of a service provider to enhance the required capacity to achieve its mandate.

### 3. SITES

The service is to be rendered at the Free State Provincial Office for Department of Employment and Labour premises at Laboria House, 43 Charlotte Maxeke Street, Bloemfontein, 9301

### 4. DURATION

The security services required will be for a period of 36 months commencing at the conclusion of the signing of the contract by both parties. Services are expected to be delivered 12/24 hours a day for 365 days.

### 5. APPLICABLE LEGISLATION AND DIRECTIVES

The appointed service provider must deliver the required services with alignment to the applicable legislations. These are described in the PSIRA Training standards.

The quality of the service to be rendered must be in accordance with Private Security Industry Regulatory Authority standards.

It is the responsibility of the successful tenderer to see that personnel employed for rendering of this service always meet the requirements, which is incorporated in the legislations listed below. Failure to meet any of these requirements will result in the termination of the contract.

All possible steps shall be taken by the tenderer to ensure that the intended execution of this agreement takes place. These inter alia steps include the following:

- a) The Protection of the Department of Employment and Labour officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977);
- b) The Protection of State Property at the intended sites and the protection of said property against theft and vandalism (PFMA Act 1 of 1999)
- c) The Protection of Information; POPIA (Act 4 of 1982)
- d) The Protection of the business processes of the Department against any development of interruptions.

- e) The Security Officers must understand and be able to implement The Control of Access to Public Premises And Vehicle (Act 53 of 1985).

## 6. SCOPE OF WORK

The scope of work to be delivered continues 12/24 hours per day, 7 days per week (including weekends and public holidays) to address the following

### 6.1. Guarding

Guarding involves the presence of security personnel at a specific location to monitor and protect the area. Key responsibilities to include the following:

- 6.1.1 *Access Control:* Checking and verifying the identity of individuals entering and exiting the premises.
- 6.1.2 *Surveillance:* Monitoring CCTV cameras and other surveillance equipment to detect suspicious activities.
- 6.1.3 *Incident Response:* Responding to, but not limited to, alarms, emergencies and incidents such as fire, medical emergencies, or security breaches.
- 6.1.4 *Customer Service:* Assisting visitors, providing directions, and ensuring a safe environment.
- 6.1.5 *Reporting:* Documenting daily activities, incidents, and any security breaches as per the Departmental prescripts. Registers (as per paragraph 6.6) are to be updated daily.

### 6.2. Patrolling

Patrols are required to be conducted at least once every hour, and are related to risk profile of the area. The service provider is required to implement proactive patrolling to ensure proper random coverage of the entire area including the perimeter and sidewalks. Patrolling thus involves the regular inspection and monitoring of designated areas by security personnel.

- 6.2.1 *Deterrence:* Patrolling act as a deterrent to potential criminals.
- 6.2.2 *Quick Response:* Patrolling to enable rapid response to incidents.
- 6.2.3 *Inspection:* Checking for signs of potential unauthorized entry, tampering with security measures, or other security risks.
- 6.2.4 *Safety Checks:* Ensuring that safety protocols are followed, and identifying potential hazards, ensuring a gun free zone and safety environment for all.

### 6.3. Vehicle Access Control

Vehicle access control involves regulating and managing the entry and movement of vehicles into specific areas, properties, or facilities. This ensures that only authorized vehicles can enter certain spaces while preventing unauthorized vehicles from gaining access. The following areas are to be covered:

- 6.3.1 *Barriers and Gates:* Control and monitor that these are aligned to the Departmental prescripts and ensure only authorized vehicle and occupants are given access.

- 6.3.2 *Access Cards and Radio Frequency Identification (RFID):* Ensure only authorized vehicle owners are issued with access control tags which are scanned at entry points to grant access.
- 6.3.3 *CCTV and Surveillance:* Monitor entry and exit points to enable recording of vehicles, their occupants and its content. This may include advanced technologies such as human detection, facial recognition, license plate recognition, etc.
- 6.3.4 *Biometric Systems:* The department uses advanced systems that include biometric data to identify authorized drivers and occupants of vehicles.
- 6.3.5 *Visitor Management:* Manage temporary access credentials issued to guests or visitors for a limited period.
- 6.3.6 *Security Personnel:* Security personnel may be required to manually verify credentials and control of vehicle access.

#### **6.4. Pedestrian access control**

Pedestrian access control involves regulating and managing the entry of people into specific areas, properties, or facilities. This ensures that only authorized people may enter certain spaces while preventing unauthorized ones from gaining access whilst ensuring the safety of all occupants. Areas to be covered are the same as that in 6.3 but, however, includes the following:

##### **6.4.1 General:**

Control the flow of pedestrians to and from the premises by operating X-ray machines, walk-through metal detectors, and hand-held metal detectors to carry out the functions as prescribed.

##### **6.4.1.1 Persons with disabilities:**

Assist and ensure the safety of the persons with disabilities when entering the Departmental premises.

##### **6.4.1.2 Visitors:**

Receive all visitors to guide and assist ensuring that they are accompanied by their host when entering and leaving the premises.

##### **6.4.1.3 Contractors:**

Register and escort contractors to ensure they have access to premises to only perform the work they are contracted to do.

##### **6.4.1.4 Staff and Personnel:**

Ensure the safety of all staff and personnel whilst ensuring that they comply to all access prescriptions.

#### **6.5 Key Obligations**

Whilst delivering the required scope of work the service provider must ensure that:

- 6.5.1 No moveable assets or property of the department may be removed from the premises without proper authorization by a person duly designated by management.
- 6.5.2 Always maintain a weapon-free environment for all by preventing access to any dangerous or illegal objects from entering the premises.

- 6.5.3 The service provider must deploy staff for patrolling duties on the premises to detect any security breaches and general monitoring of the premises. The security officer must take notice of any irregularities which may occur and act accordingly.
- 6.5.4 The Security Personnel are prohibited from reading documents or records in offices or the unauthorized handling thereof. No information concerning the state activities may be furnished to the public or media by the Security Personnel.
- 6.5.5 At all times Security Officers must present an acceptable image and appearance which implies that they may not sit, lounge about, smoke, eat or drink while attending to employees of the Department and the public.
- 6.5.6 The Supervisors and Security Officers must always present a dedicated professional attitude. A dedicated professional attitude and approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors and/or staff or discourteous behavior towards them.
- 6.5.7 The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties.
- 6.5.8 Under no circumstances will any security personnel be allowed to trade on the premises and must at all-time refrain from littering and ensure that they keep the grounds / work area occupied by them clean, hygienic and neat.
- 6.5.9 The Department retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority.
- 6.5.10 **Uniforms and Identification:**

The successful tenderer shall undertake to ensure that each member of his/ her security personnel will always, when on duty, be fully equipped in respect of:

- a) A neat and clearly identifiable corporate uniform of the company, which will include matching raincoats and overcoats for personnel performing duties outside the building.
- b) A clear identification card of the company with the member's photo, identification and staff number on it, always worn conspicuously on his/her person.
- c) **Alternatively:** The valid identification card issued by the Private Security Industry Regulatory Authority.

**6.6 Registers to be utilized and maintained as described below:**

The service provider must ensure that the Occurrence Register, Asset register and Access Control Register / Forms, are available on site, are utilized and maintained as required:

- (a) **Occurrence Register** - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference.

Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink.

All occurrence/events however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink.

All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times.

The issue and/or receipt of keys, indicating the time and by whom they were received and delivered.

The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked

The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.

**Occurrence register - Read:** After handing-over of the shifts, the personnel who has come on shift must make an entry that he / she has read the occurrence register to acquaint himself / herself with events that occurred during the previous shift.

**All shifts by Supervisors and Management:** These entries must be done in legible red ink.

Officials of the Department shall, in writing, pass on all additional requests in respect of the rendering of the service.

Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side.

- (b) **Shift Rosters** - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times, that all personnel who should be on duty per shift, are indeed on duty.

Drawing up a shift roster: Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept on site where the service is rendered.

Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialled, dated and noted in the occurrence register.

**Duty sheet** - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.

The contractor must have a fully expounded duty sheet available at each duty point of the site.

- (c) **Asset register:** The purpose of asset register is to keep record of all asset movements, by recording the serial numbers, mode and make of the assets including time, date the asset was moved out and in the premises.

- (d) **Access control register:** The purpose of the access control register is to record all visitors entering the premises, all departmental officials without identification cards, register all officials worked after hours. The Security Officer on duty must ensure that all personnel complete the register correctly. This means that the Security Officer ensures that the correct time and signature of the personnel is entered correctly.

This register is also applied during weekends and public holidays, and the following information should be recorded:

- Date and time of visit and departure
- Surname and initials of the visitor
- Car registration number if applicable
- Purpose of visit

- (e) All registers remain the (Intellectual) property of the Department Employment and Labour.

## 7 MANAGERIAL OBLIGATIONS BY SUCCESSFUL SERVICE PROVIDER

- 7.1 Service provider is expected to oversee all security activities performed by security personnel, including ensuring that all deployed personnel are trained and certified in First Aid and Basic Fire Fighting.
- 7.2 A direct communication channel must be established between the Departmental security management and the area manager of the service provider and also ensure that they attend quarterly meetings with Departmental representatives.
- 7.3 Service provider is expected to provide a central supervisor to supervise and support security officers daily or weekly through inspections and a patrol vehicle is available.
- 7.4 The service provider to handle all problems experienced by security personnel on site, including payment issues
- 7.5 The security provider to be involved in any security operational projects and manage special events from contractor's point of view. (e.g.) evacuation drills etc.
- 7.6 The service provider is required to schedule shifts to ensure all posts are always manned.
- 7.7 The service provider will be required to ensure all assigned personnel have the required training and certification.
- 7.8 The service provider to ensure that sufficient PPE's are always provided to security officers
- 7.9 Manage all leave of absence to ensure the required number of staff on site is met.
- 7.10 Remain topical in the security field in relation to technology and legislations.
- 7.11 Service provider must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department. The appropriate documents shall include, inter alia, the following; Scholastic, training, registration and medical certificates
- 7.12 **Maximum Shift Hours:** No security personnel may be allowed to work a daily shift longer than (12) twelve hours.
- 7.13 The service provider to ensure that all security personnel is familiar and knowledgeable on how to handle emergency situations.

## 8 PERSONNEL REQUIREMENTS:

**NB! ALL SECURITY OFFICERS EMPLOYED BY THE SERVICE PROVIDER TO RENDER SERVICE MUST BE REGISTERED AS SECURITY OFFICERS IN TERMS OF THE PRIVATE SECURITY INDUSTRY REGULATORY ACT (ACT 56 OF 2001)**

| ROLE DESCRIPTION                    | SHIFT | QUANTITY |
|-------------------------------------|-------|----------|
| Security Guard Grade C and Grade 12 | Day   | 3        |
|                                     | Night | 2        |

Table 1: Personnel Requirements

## 9 SECURITY AIDS – ALL ASSIGNED SECURITY OFFICERS MUST BE IN POSSESSION OF THE FOLLOWING AIDS TO EXECUTE THEIR DUTIES:

| Item      | ROLE DESCRIPTION                                                                                                                                                                                                                                                                                       | QUANTITY / REQUIRED NUMBERS FOR THE CONTRACT |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1         | Dual frequency long range hand-held radio multiple channel enabled <ul style="list-style-type: none"> <li>➤ 4 watts minimum</li> <li>➤ 18-hour battery life</li> <li>➤ connectivity to the Service provider's centralised control room</li> <li>➤ closed connectivity to all radios on site</li> </ul> | 3g1                                          |
| -*\-<br>2 | Spare radio battery with charger                                                                                                                                                                                                                                                                       | 3                                            |
| 3         | Rechargeable Security grade torch (10000 Lumens)                                                                                                                                                                                                                                                       | 3                                            |
| 4         | Baton                                                                                                                                                                                                                                                                                                  | 5                                            |
| 5         | Pocket Books and Pens <i>allocation is per security officer for the duration of the contract</i>                                                                                                                                                                                                       | 5                                            |
| 6         | Handcuffs                                                                                                                                                                                                                                                                                              | 5                                            |
| 7         | Pepper Spray <i>allocation is per security officer for the duration of the contract</i>                                                                                                                                                                                                                | 5                                            |
| 8         | Occurrence book / register for the entire duration of the contract                                                                                                                                                                                                                                     | For 36 months                                |
| 9         | Patrol monitoring system tagging by person.<br>Points must be wireless and communicate to central point that will produce the report per person per day.                                                                                                                                               | 12 Patrolling Points                         |
| 10        | Smart phone with a min 20MP camera and sufficient airtime and data for Calls, SMS's, WhatsApp/communication per shift                                                                                                                                                                                  | 1 per shift                                  |
| 11        | Rechargeable Tasers – SABS approved allocated per shift                                                                                                                                                                                                                                                | Allocated per shift                          |
| 12        | Rechargeable Handheld metal detector = x 3 per site                                                                                                                                                                                                                                                    | 3 Per site                                   |
| 13        | Valid First Aid kit per site, per shift accessible and operated by trained first aider security guard.                                                                                                                                                                                                 | 1 per site                                   |

Table 2 Security Aids

**N.B: Security aids must ALWAYS be functional and at hand.**

**Handheld two-way radios and smart cellular phone** - The purpose of the two-way radio and cellular phone is to ensure that there is immediate communication

between the various duty points on the site and with the contractors control room.

These must always be in good working condition, and they must be handed to the Security Officer patrolling the site for immediate communication with the base station and take pictures of evidence where it is deemed necessary.

## 10 OPERATIONAL CONDITIONS: DETAILED REQUIREMENTS

### 10.1 Lost Articles

Definition: Lost articles found at the site and of which the ownership could not immediately be established.

All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental representative.

### 10.2 Inspections

A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself / herself at least monthly

The Department retains the right to inspect the service rendered by the contractor at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.

The Department retains the right to require from the contractor, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Department will not be held responsible for any damages or claims which may arise and the successful tenderer indemnifies the department against any such claims and legal expenses.

**NOTE:** The Department's representative will have the right to daily check whether sufficient personnel are available on site as per terms of the conditions.

All security personnel shortages must be noted in the occurrence register by the contractor himself/herself or any of its employees on duty.

### 10.3 Supervision of Emergency Assistance

The tenderer must have a well-established, equipped and functional (24) hour security control room within Bloemfontein. The tenderer must furnish details of security equipment, registers, and security systems, which is available in the security control room.

**NB: The Department holds the right to inspect such control room.**

### 10.4 Provision of Personnel in Crisis Situation: Service Provider Must Respond Within One (1) Hour in Emergency Circumstances.

The service provider must, in consultation with the responsible Manager in charge of Security Services in the Provincial Office or Security Official delegated from the Department of Employment and Labour, undertake to provide certain and reasonable number of staff as required for the rendering of the service at the site during crisis situations.

Failure to consult with the responsible manager or such delegated official will result in this matter being regarded as unlawful. Guards on leave or absent should be replaced with relieve guards at all times.

#### **10.5 Minimum Wages/Salaries**

It is expected that the service provider must pay their employees at least the minimum monthly basic wage, as prescribed by all relevant employment laws. It is mandatory that an employer must pay his/her employees' annual bonus and overtime as determined by **National Bargaining Council for the Private Security Sector**.

The service provider must have the financial capability to remunerate his/her employees without being dependent on the Department of Employment and Labour for payment of his/her employees. Failure to do so, the Department of Employment and Labour reserves the right to terminate the contract.

#### **10.6 Labour Unrest Incidents**

Labour unrest on site: If the service is interrupted / or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service. The contingency plan of the Department will be in place.

#### **10.7 Security Personnel Compliance**

Security Officers supplied to render the service, must be trained to the standard set by the Private Security Industry Regulatory Authority, and trained in a centre accredited by Private Security Industry Regulatory Authority.

#### **10.8 Declaration of Secrecy and Screening**

All security personnel and management involved with the Security Services of the Department of Employment and Labour shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration to the responsible Manager in charge of Security Services in the Department of Employment and Labour.

The Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action or omission which might be to the detriment of the Department and the State in general.

The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the State activities may be furnished to the public or media by the contractor or any of his/her employees.

No unauthorized persons will be allowed in the guard room.

#### **10.9 Security Screening**

All directors will be subjected to security screening prior to the award, and all security personnel of the appointed company will be subjected to security screening by the Department of Employment and Labour after the appointment of the successful tenderer.

#### **10.10 Liability**

The state is indemnified against any loss, expense or damage which may be sustained by any third party as well as any claim or legal proceedings and legal expenses, including attorney and clients'

costs, that may be instituted against or incurred by the contractor and which arise from or are the results of any act or omission by the contractor.

**10.11** The successful service provider will be held liable for any damages or loss suffered by the state, as a result of the contractor's own or his employees' negligence or intent, which originated on the site.

**10.12** The State is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the service provider, and which arise from or are the result of any act or omission by the service provider or an employee or agent of the service provider in connection with the execution of the services in terms of this contract which may result in the following cases:

10.12.1 Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.

10.12.2 Damages to or destruction of any equipment or property of the contractor during the execution of their duties.

**10.13** Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, these acts include:

10.13.1 Illicit frisking, arrests and other illicit or wrongful deeds. The contractor shall be notified in writing of the particulars of each claim he is liable for.

**10.14 Insurance**

10.14.1 The successful service provider must, at their own expense take out sufficient insurance cover starting at a minimum of R10 million, against any claims, cost, loss and/or damage ensuring from their obligation and they must ensure that such insurance remains operative for the duration of this agreement.

10.14.2 The successful service provider must submit proof of indemnity/ surety for the full contract amount from a registered financial institution, to the satisfaction of the client (Department of Employment and Labour). Proof must be provided on request quarterly with a valid confirmation from the insurer.

**10.15** The successful service provider may not, unless otherwise specified, make use of any of the State's equipment, aids and / or property, for purposes of compliance with the conditions, which equipment, aids and / or property include, *inter alia*, vehicles, stationery, firearms, rooms and furniture.

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## SECTION B: GENERAL REQUIREMENTS

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### 1. LEGISLATIVE FRAMEWORK OF THE BID

#### 1.1 TAX LEGISLATION

- 1.1.1 Tenderer(s) must be compliant when submitting a proposal to Department of Employment and Labour and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act 58 of 1962) and Value Added Tax Act, 1991 (Act 89 of 1991).
- 1.1.2 It is a condition of this bid that the tax matters of the successful tenderer be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.
- 1.1.3 The Tax Compliance status requirements are also applicable to foreign tenderers or individuals who wish to submit bids.
- 1.1.4 It is a requirement that tenderers grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the tenderer's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 1.1.5 Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the tenderer's tax compliance status through the Central Supplier Database.
- 1.1.6 Where Consortia or Joint Ventures or Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

#### 1.2 PROCUREMENT LEGISLATION

Department of Employment and Labour has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act 5 of 2000).

#### 1.3 TECHNICAL LEGISLATION AND/OR STANDARDS

Tenderer(s) should be cognisant of the legislation and/or standards specifically applicable for the services being rendered.

### 1. DEPARTMENT OF EMPLOYMENT AND LABOUR ACTS; RULES AND REGULATIONS

Tenderer(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulations. Tenderers(s) should remain complaint throughout the contract, in relation to the Evaluation and Selection Criteria.

### 3 PROTECTION OF PERSONAL INFORMATION ACT

The successful tenderer shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and

render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 Of 2001)

#### 4 ENQUIRIES

**Prospective tenderers are to list all queries via email to [FSTenderEnquiries@LABOUR.gov.za](mailto:FSTenderEnquiries@LABOUR.gov.za)**

Enquiries may be directed up to five (05) days prior to the closing date and time and thereafter NO more enquiries will be allowed/received.

#### 5 TIMELINE OF THE BID PROCESS

##### SUBMISSION OF PROPOSALS

###### *E-submissions via e-Tender*

- a. Bid documents will only be considered if received by Department of Employment and Labour before the closing date and time via *e-Tenders* Portal.
- b. The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out in table 3 below:

| Activity                  | Due Date            |
|---------------------------|---------------------|
| Advertisement of bid      | 01/10/2026          |
| Bid closing date and time | 30/10/2026 at 11h00 |

*Table 3: Important dates*

All dates and times in this bid are South African standard time.

###### **NOTE:**

*Any time or date in this bid is subject to change at Department of Employment and Labour's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department of Employment and Labour to take any action, or create any right in any way for any tenderer to demand that any action be taken on or by the date established. The tenderer accepts that, if Department of Employment and Labour extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.*

#### 6 LATE BIDS

Bids submitted after the closing date and time will not be accepted for consideration.

## 7 CONTACT AND COMMUNICATION

- 7.1 A nominated official of the tenderer(s) can make enquiries via e-mail, to the [FSTenderEnquiries@labour.gov.za](mailto:FSTenderEnquiries@labour.gov.za). Tenderer(s) may only direct enquiries via email and send to the above email address, NO telephonic enquiries will be allowed.
- 7.2 The delegated office of Department of Employment and Labour may communicate with Tenderer(s) where clarity is sought in the bid proposal.
- 7.3 Any communication, to an official or a person acting in an advisory capacity for Department of Employment and Labour, in respect of the bid between the closing date and the award of the bid by the Tenderer(s) is discouraged.
- 7.4 All communication between the Tenderer(s) and Department of Employment and Labour must be done in writing.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Employment and Labour makes no representations or warranties that the content of the bid or any information communicated to or provided to Tenderer(s) during the bidding process is, or will be, accurate, current or complete. Department of Employment and Labour, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 If tenderer(s) find or reasonably believe it has found any discrepancy, ambiguity, error or inconsistency in this bid, or any other information provided by Department of Employment and Labour, the tenderer(s) must promptly notify the Department of Employment and Labour in writing of such discrepancy, ambiguity, error or inconsistency. This will afford Department of Employment and Labour an opportunity to consider what corrective action is necessary (if any).
- 7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Employment and Labour will, if possible, be corrected and provided to all Tenderer(s) without attribution to the Tenderer(s) who provided the written notice.
- 7.8 All persons (including Tenderer(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

## 8 COUNTER CONDITIONS

Tenderers' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by Tenderers or qualifying any bid conditions will result in the invalidation of such bids.

## 9 FRONTING

- 9.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.
- 9.2 The Government, in ensuring that Tenderers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Tenderer / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the tenderer /contractor to conduct business with the public sector for a *period not exceeding ten years*, in addition to any other remedies Department of Employment and Labour may have against the Tenderer / contractor concerned.

## 10 SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final award. This includes but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted tenderer be found not be compliant with the Regulations, the Department may regard the bid as non-responsive. Furthermore, the successful tenderer must remain compliant for the duration of the contract period or the contract may be terminated.

## 11 DURATION OF THE CONTRACT /MAINTENANCE AGREEMENT

The successful tenderer will be appointed for a period of 36 months commencing on the last date the SLA was duly signed.

## 12 BRIEFING SESSION

A Non-Compulsory Virtual Briefing Session will be held on Microsoft Teams as per the following details:

Date: 12 October 2026

Time: 10h00

**Teams: Meeting ID:** 343 551 901 026 089

**Passcode:** Hk2yu7wc

**Join:** <https://teams.microsoft.com/meet/343551901026089?p=sL1o3GCPB9DfOypPII>

**IMPORTANT NOTE:**

*All enquiries received during the non-compulsory virtual briefing session, will be responded to at the session and any queries received thereafter via email will be addressed to the enquirer, also via e-mail, within two (02) working days.*

***The Department will NOT attend to any queries within five (05) working days before the closing date of the tender.***

**13 SUBMISSION OF BID RESPONSE:**

- 13.1 Bid responses must be submitted on line via e-Tender Portal, with the following information written outside of the proposal: BID Description, Bidders Name, Address and Tender Number, an electronic copy in PDF format, non-erasable media to be used.

**14 EVALUATION AND SELECTION CRITERIA**

Department of Employment and Labour has set minimum standards (Phases) that a tenderer needs to meet in order to be evaluated and selected as a successful tenderer. The minimum standards consist of the following:

| Phase   | Description                            | Applicable for this bid |
|---------|----------------------------------------|-------------------------|
| Phase 1 | SCM Administrative requirements        | <b>YES</b>              |
| Phase 2 | Technical Mandatory requirements       | <b>YES</b>              |
| Phase 3 | Evaluation on Functionality            | <b>YES</b>              |
| Phase 4 | Evaluation on Price and Specific goals | <b>YES</b>              |

Table 4: Bid Phases

**NOTE**

*The tenderer **must** qualify for each phase to be eligible to proceed to the next stage of the evaluation.*

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## SECTION C: EVALUATION PHASES

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### 1. PHASE 1: SUPPLY CHAIN MANAGEMENT (SCM) ADMINISTRATIVE REQUIREMENTS

If the tenderer failed to comply with any of the administrative requirements, or if Department of Employment and Labour is unable to verify whether these SCM administrative requirements are met, then the Department reserves the right to –

- *Reject the bid and not evaluate it in the case of discrepancies in terms of the costing,*
- *Accept the bid for evaluation, on condition that the Tenderer must submit within 7 (seven) working days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature i.e. no clarification will be required on any information that affects the proposal/pricing.*

1.1 The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA number.

1.2 Completed and Signed Standard Bidding Documents (SBD 1,3,4, and 6.1 forms)

1.3 Certified ID copies of Directors and Company Members at the point of submission.

1.4 A resolution of the Board of Directors for authority of signatory with the Certified ID.

1.5 Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

1.6 Bids should be held valid for a period of 90 days.

## 2. PHASE 2: TECHNICAL MANDATORY REQUIREMENTS

### DECLARATION OF COMPLIANCE

The tenderer declares by indicating with an "X" in the "COMPLIANCE" (Yes) column that –

- (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 2.1; AND
- (b) Each and every requirement specified is substantiated by evidence as proof of compliance.

#### 2.1

| NO | MANDATORY REQUIREMENTS                                                                                                                                                                                                                                                              | COMPLIANCE |    |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----|
|    |                                                                                                                                                                                                                                                                                     | Yes        | No |
| 1  | Valid PSIRA certificates for the Owner/Directors/board member(s) of the company.                                                                                                                                                                                                    |            |    |
| 2  | Valid PSIRA certificate for the company.                                                                                                                                                                                                                                            |            |    |
| 3  | Valid certificate of good standing for PSIRA                                                                                                                                                                                                                                        |            |    |
| 4  | Valid Certificate of Registration with National Bargaining Council for the Private Security Sector (NBCPSS)                                                                                                                                                                         |            |    |
| 5  | Letter of good standing from the National Bargaining Council for the Private Security Sector (NBCPSS)                                                                                                                                                                               |            |    |
| 6  | Valid ICASA radio licence for the company<br>OR<br>A valid contract with a holder of a valid ICASA radio licence.<br><br><u>NB:</u> provide a valid contract signed by relevant authorities and a copy of the ICASA radio licence held by the third party.                          |            |    |
| 7  | Tenderers must ensure that the amounts on the pricing schedule template and SBD 3 are accurately calculated with correct totals, and these totals DO NOT differ. NO alterations on these two (02) documents will be allowed and ANY such alterations will lead to disqualification. |            |    |
| 8  | Tenderers must ensure that the quoted amounts on the pricing schedule template and SBD 3 are not below the prescribed National Bargaining Council for the Private Security Sector (NBCPSS) Rates.                                                                                   |            |    |

Table 5: Declaration of Compliance

**NB: All copies to substantiate compliance must be submitted on the closing date and time with your proposal, and must be valid at the time of closing (and must remain valid for the period of the contract i.e. be renewed in case it nears expiry).**

**NOTE:**

*The tenderer must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which will be regarded as "NON COMPLIANCE".*

**2.2 GUIDELINES TO COMPLIANCE OF MANDATORY REQUIREMENTS**

- 2.2.1 The tenderer must provide an index with a unique reference number to locate substantiating evidence in the bid response (e.g. Chapters, section, pages). During evaluation, the Department reserves the right to treat substantial evidence that cannot be located in the bid response as "NON COMPLIANCE".
- 2.2.2 The tenderer must complete the declaration of compliance as per section 2.1 below by marking with an "X" as "COMPLY. The department will verify, but if no evidence can be located, it will be marked as "NON COMPLIANCE" and disqualified by the Department.
- 2.2.3 The tenderer must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- 2.2.4 NO grace period shall be allowed to submit mandatory documentation and all those tenderers who did not comply with these requirements, will be disqualified.

### PHASE 3: FUNCTIONALITY REQUIREMENTS:

All tenderers that qualified in Phase 2, Mandatory requirements, will proceed to Phase 3, to be evaluated on Functionality:

Tenderers **MUST** score **80/100** points and more in order to qualify to move to Phase 4 of evaluation on Price and Specific Goals.

| NO                                                     | EVALUATION CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | POINTS              |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|-----------------------------|-----|-------------------------------------------------------|-----|--------------------------------------------------------|------|---------------------------------------------|------|---------------------------------------------|------|------------------------|------|----|
| 1                                                      | <p><b>Project Execution Plan</b></p> <p>i. Tabling daily activities shift rosters (2), Occurrence book (1) and Supervisory activities (2) = <b>Total Points (5)</b></p> <p>ii. Detailed response plan (6), Response time in an event of emergency (4) = <b>Total Points (10)</b></p> <p>i. Site Risk and threat Assessment (3), Technology and equipment (3), Training of staff (4) =<b>Total points (10)</b></p> <p><b>NB:</b> No points will be allocated on information that is not provided by the Tenderer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 25                  |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| 2                                                      | <p><b>Security Service Experience:</b><br/>Tenderer must submit Service Level Agreement (SLA) with reference letters to demonstrate a minimum experience and background of delivering security service.</p> <table><tr><th>Years of Experience</th><th>Points allocation</th></tr><tr><td>Less than 1 year experience</td><td>(1)</td></tr><tr><td>From 1 year but less than 2 years relevant experience</td><td>(5)</td></tr><tr><td>From 2 years but less than 3 years relevant experience</td><td>(10)</td></tr><tr><td>From 3 years but less than 4 years relevant</td><td>(15)</td></tr><tr><td>From 4 years but less than 5 years relevant</td><td>(20)</td></tr><tr><td>From 5 years and above</td><td>(30)</td></tr></table> <p><b>NB:</b></p> <ul style="list-style-type: none"><li>Reference letters must have been issued within six (6) months, before the closing date of the tender, on the company letterhead, with a start and end date, stamped and signed.</li><li>No points will be allocated where Tenderers did not provide reference letters and SLA or copy of awarded contract.</li><li>Contract running concurrently will be regarded as one in years of experience.</li><li>Confirmation of experience will be verified, and misrepresentation may lead to disqualification.</li><li>Confirmation of company background check will be verified and a negative report e.g. (theft, loss of assets, mistreating of employees) this will results in loss of points</li></ul> | Years of Experience | Points allocation | Less than 1 year experience | (1) | From 1 year but less than 2 years relevant experience | (5) | From 2 years but less than 3 years relevant experience | (10) | From 3 years but less than 4 years relevant | (15) | From 4 years but less than 5 years relevant | (20) | From 5 years and above | (30) | 30 |
| Years of Experience                                    | Points allocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| Less than 1 year experience                            | (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| From 1 year but less than 2 years relevant experience  | (5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| From 2 years but less than 3 years relevant experience | (10)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| From 3 years but less than 4 years relevant            | (15)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| From 4 years but less than 5 years relevant            | (20)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |
| From 5 years and above                                 | (30)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                   |                             |     |                                                       |     |                                                        |      |                                             |      |                                             |      |                        |      |    |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 3 | <b>Financial Management (Bank Grading Certificate)</b><br><br>Grade A = 25 points<br>Grade B = 20 points<br>Grade C = 15 points<br>Grade D = 10 points<br>Grade E and below = 0 points                                                                                                                                                                                                                                                                                                                                                                                   | 25         |
| 4 | <b>Proof of Vehicles</b><br><br>Attach Valid Vehicles Registration Certificates (RC1) under the company name: <ul style="list-style-type: none"> <li>• 0 vehicle certificate= 0 points</li> <li>• 1 vehicle certificate= 5 points</li> <li>• 2 vehicles certificates= 10 points</li> <li>• 3 vehicles certificates= 15 points</li> <li>• 4 or More vehicles certificates= 20 points</li> </ul><br><b>NB:</b> Where certificates are not provided, the Tenderer will be allocated zero points. Misrepresentation of vehicles registration will results in loss of points. | 20         |
|   | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>100</b> |

#### 4. PHASE 4: FINAL EVALUATION: 80/20

All tenderers that qualified in Phase 3, Functionality requirements, will proceed to Phase 4, to be evaluated on the 80/20 Principle, where:

**PRICE = 80 POINTS**

**SPECIFIC GOALS = 20 POINTS**

| Goals                                                                                                                                                                                                                                                                                                                 | Number of points<br>(20 points) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b><u>Historically disadvantage individual</u></b><br><br><b>4 points be equal to 100% ownership</b><br>Four (4) points will be calculated to % ownership by HDI's                                                                                                                                                    | 4                               |
| <b><u>Percentage owned by Women (excluding white women):</u></b><br><br><b>4 points be equal to 100% ownership</b><br>100% Women Ownership= 4 Points (<100% ownership will be proportional allocated based on percentage. Verification will be done using CIPC, CSD reports, ID Documents and Shareholder Certificate | 4                               |
| <b><u>Locality (Free State Province)</u></b><br><br><b>Seven (7) points</b> will be allocated to a tenderer located in the Free State Province. (The verification will be done using municipal accounts/Lease Agreements, Permission to occupy (PTO) from the traditional leaders or councillors.)                    | 7                               |

|                                                                                                                                           |   |
|-------------------------------------------------------------------------------------------------------------------------------------------|---|
| <b>Youth (Under 35 Years)</b><br><b>Three (3) points</b> (<100% youth ownership will be proportional allocated based on percentage).      | 3 |
| <b>Disability</b><br><b>Two (2) points</b> (<100% for persons living with disability will be proportional allocated based on percentage). | 2 |

## 5. JOINT VENTURES, CONSORTIUMS AND TRUSTS

Tenderers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Department will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the **lead partner** and the joint venture and/or consortium party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

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## **SECTION D: GENERAL AND SPECIAL CONDITIONS OF THIS BID**

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### **1. GENERAL CONDITIONS OF CONTRACT (GCC)**

Any award made to a tenderer(s) under this bid is conditional, amongst others, upon –

1.1 The tenderer(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter into a contract with the successful tenderer (s).

1.2 The tenderer submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the tenderer.

1.3 In the event where there are Special Conditions of Contract (SCC) that contradict the GCC, those Special Conditions will supersede the (SCC)

### **1.2 LEGAL REQUIREMENTS OF THE CONTRACT**

1.2.1 Tenderer/s must comply with basic Labour Relations Act/s, e.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA.

1.2.2 The Department may conduct an inspection to ensure compliance with all the labour laws and perform a security screening exercise.

1.2.3 The Department also reserves the right to cancel an award should the service provider be found to be non-compliant on security screening and or other labour laws.

### **1.3 CONTRACT PRICE**

The contract price must be fixed for the duration of the contract for a period of 36 months.

### **1.4 SERVICE LEVEL AGREEMENT**

1.4.1 Upon award Department of Employment and Labour and the successful tenderer will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by the Department.

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## SPECIAL CONDITIONS OF THIS BID

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### 2 DEPARTMENT OF EMPLOYMENT AND LABOUR RESERVES THE RIGHT:

- 2.1.1 To negotiate with one or more prospective tenderer(s) identified in the evaluation process, regarding any terms and conditions, including price.
- 2.1.2 To carry out site inspections or explanatory meetings in order to verify the nature and quality of the services offered by the tenderer(s), whether before or after adjudication of the bid.
- 2.1.3 To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- 2.1.4 To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.

### 2.2 DEPARTMENT OF EMPLOYMENT AND LABOUR REQUIRES TENDERER(S) TO DECLARE

In the Tenderer's Technical response, Tenderer(s) are required to declare the following:  
Confirm that the tenderer(s) is to: –

- 2.2.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;
- 2.2.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 2.2.3 Act with circumspection and treat Department of Employment and Labour fairly in a situation of conflicting interests;
- 2.2.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 2.2.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Employment and Labour;
- 2.2.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 2.2.7 To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and
- 2.2.8 To ensure that any information acquired by the tenderer(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so.

## 2.3 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Department reserves its right to disqualify any tenderer who either itself or any of whose member's directors or members of senior management, whether in respect of Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- 2.3.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other tenderer in respect of the subject matter of this bid;
- 2.3.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 2.3.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;
- 2.3.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 2.3.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 2.3.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 2.3.7 Has in the past engaged in any matter referred to above; or
- 2.3.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such tenderer, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **2.4 MISREPRESENTATION DURING THE LIFE CYCLE OF THE CONTRACT**

- 2.4.1 The tenderer should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Department relies upon the tenderer's tender as a material representation in making an award to a successful tenderer and in concluding an agreement with the tenderer.
- 2.4.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Department against the tenderer notwithstanding the conclusion of the Service Level Agreement between the Department and the tenderer for the provision of the Service in question. In the event of a conflict between the tenderer's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **2.5 PREPARATION COSTS**

The Tenderer will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the tenderer(s) in the preparation of their response to this bid.

## **2.6 INDEMNITY**

If a tenderer breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the tenderer indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

## **2.7 PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **2.8 LIMITATION OF LIABILITY**

A tenderer participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a tenderer on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Tenderer's participation in this Bid process.

## **2.9 TAX COMPLIANCE**

No tender shall be awarded to a tenderer who is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful tenderer in the event that it is established that such tenderer was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Compliance Status PIN to the

Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department further reserves the right to cancel a contract with a successful tenderer in the event that such tenderer does not remain tax compliant for the full term of the contract.

## **2.10 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or cancel a contract concluded with a tenderer should it be established, at any time, that a tenderer has been blacklisted with National Treasury by another government institution.

## **2.11 GOVERNING LAW**

South African law governs this bid and the bid response process. The tenderer agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **2.12 RESPONSIBILITY FOR SUB-CONTRACTORS AND TENDERER'S PERSONNEL**

A tenderer is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid whilst delivering the required service.

In the event that the Department *allows* a tenderer to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the tenderer and the Department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **2.13 CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a tenderer's tender(s) will be disclosed by any tenderer or other person not officially involved with the Department's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remains proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, tenderer(s) must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities

to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

#### **2.14 DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION**

Tenderers will on their bid cover letter make declaration that they did not have access to any Department of Employment and Labour proprietary information or any other matter that may have unfairly placed that tenderer in a preferential position in relation to any of the other tenderer(s).

#### **2.15 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Employment and Labour may terminate the agreement at its own discretion or temporarily suspend all or parts of the services by notice to the successful tenderer who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful tenderer shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.